

529-89-1821

ARTICLES OF INCORPORATION
OF
HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas

ARTICLE I
NAME OF CORPORATION

MAY 10 1994

Corporations Section

The name of the corporation is Heritage Park Pointe Homeowners Association.

ARTICLE II
NON-PROFIT CORPORATION

The corporation shall be a non-profit corporation. No part of the income of the corporation shall inure to the benefit of any of its members or any other individual. The corporation shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the primary purpose of the corporation.

ARTICLE III
DURATION

The period of duration of the corporation is perpetual.

ARTICLE IV
PURPOSE

The primary purpose for which the corporation is organized is to exercise all of the powers and privileges and perform all of the duties and obligations of the property owners association for Heritage Park, Section Twenty, a subdivision in Harris County, Texas.

ARTICLE V
NO CAPITAL STOCK

The corporation shall not have authority to issue shares of capital stock. The corporation shall have one or more classes of members. The voting powers, designations, or other rights, if any, of each class of members or the qualifications, limitations, or restrictions thereof shall be stated in the Bylaws of the corporation, as such Bylaws may be amended from time to time.

ARTICLE VI
INITIAL REGISTERED OFFICE

The address of the initial registered office of the corporation is 2727 North Loop West, Suite 200, Houston, Texas 77008, and the name of its registered agent at that address is Roy R. Behrens, Jr.

ARTICLE VII
BOARD OF DIRECTORS

7.01 Business and Affairs Managed by Board of Directors. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors.

7.02 Number. The number of members of the Board of Directors shall be fixed from time to time by, or in the manner provided in, the Bylaws, as such Bylaws may be amended from time to time.

7.03 Initial Board of Directors. The number of directors constituting the initial board of directors of the corporation is three; and the names and addresses of the persons who are to serve as the initial Directors are:

James C. Box	2727 North Loop West, Ste. 200 Houston, Texas 77008
Roy R. Behrens, Jr.	2727 North Loop West, Ste. 200 Houston, Texas 77008
Mark A. Kilkenny	2727 North Loop West, Ste. 200 Houston, Texas 77008

ARTICLE VIII
INCORPORATOR

The name and mailing address of the incorporator of the corporation is:

Neil A. Wasserstrom
Keck, Mahin & Cate
1021 Main Street, Suite 2800
Suite 2800
Houston, Texas 77002

ARTICLE IX
BYLAWS

In furtherance and not in limitation of the powers conferred by the laws of the State of Texas, the authority to adopt, amend, or repeal the Bylaws of the corporation shall vest exclusively in the Board of Directors.

ARTICLE X
LIMITATION OF BOARD OF DIRECTORS LIABILITY

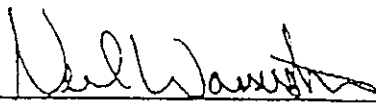
To the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act as the same now exist or may hereafter be amended, a member of the Board of Directors of the corporation shall not be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a member of the Board of Directors.

ARTICLE XI
AMENDMENT OF ARTICLES OF INCORPORATION

The corporation reserves the right to amend and repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on members, directors, and officers are subject to this reserved power.

THE UNDERSIGNED, for the purpose of forming a non-profit corporation under the laws of the State of Texas does make and file these Articles of Incorporation.

Dated this 10th day of May, 1994.



Neil A. Wasserstrom

529-89-1824

BYLAWS

OF

HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION

(A Texas Non-Profit Corporation)

BYLAWS

529-89-1825

OF

HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION

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BYLAWS
OF
HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION,
(A Texas Non-Profit Corporation)

THESE BYLAWS GOVERN THE AFFAIRS OF HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), ORGANIZED UNDER THE TEXAS NON-PROFIT CORPORATION ACT. THE ASSOCIATION HAS BEEN ORGANIZED FOR THE PRIMARY PURPOSE OF ADMINISTERING THE PROVISIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUBDIVISION AS FILED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS UNDER CLERK'S FILE NO. _____ AND AS MAY BE AMENDED FROM TIME TO TIME (THE "DECLARATION"). ACCORDINGLY, THE DECLARATION, AS IT MAY FROM TIME TO TIME BE AMENDED, IS INCORPORATED HEREIN BY THIS REFERENCE. TO THE EXTENT THERE IS ANY INCONSISTENCY BETWEEN THE PROVISIONS OF TEXAS LAW, THE DECLARATION, THE ARTICLES OF INCORPORATION, AND/OR THESE BYLAWS, THEN THE PROVISIONS OF TEXAS LAW, THE DECLARATION, THE ARTICLES OF INCORPORATION, AND THE BYLAWS (IN THAT ORDER) SHALL CONTROL.

ARTICLE I
PRINCIPAL OFFICE AND DEFINITIONS

Section 1.01. Principal Office. The principal office of the Association in the State of Texas shall be located at 2727 North Loop West, Suite 200, Houston, Texas 77008. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine.

Section 1.02. Definitions. The terms used in these Bylaws shall have the same meaning set forth in the Declaration unless the context clearly requires otherwise.

ARTICLE II
MEETINGS OF MEMBERS

Section 2.01. Members. Each Owner shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason. Whenever the legal ownership of any Lot passes from one person or entity to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, as such membership is appurtenant to and automatically follows and passes with the legal ownership of a Lot. Membership in the Association is expressly limited to the Owners.

Section 2.02. Annual Meetings. The first annual meeting of the Members, for the purpose of electing the members of the Board of Directors or for the transaction of such other proper business as may come before such meeting, shall be held within one year from the date of incorporation of the Association and immediately following the annual meeting of the Board of Directors. Subsequent regular annual meetings shall be set by the Board so as to occur at least one hundred and fifty (150) but not more than one hundred and eighty (180) days after the close of the Association's fiscal year on a date and at a time set by the Board of Directors. If the date selected for the annual meeting falls on a legal holiday, the annual meeting shall be held at the same time on the next following business day thereafter.

Section 2.03. Special Meetings. Special meetings of the Members for any purpose or purposes whatsoever may be called at any time by the (i) Declarant, (ii) President, (iii) Board of Directors, or (iv) Members having not less than ten percent (10%) of the votes entitled to be cast at such meeting.

Section 2.04. Regular Meetings. Regular meetings of the Members may also be called by the Association and may be held on a regularly scheduled basis as determined by the Association. Regular meetings are not subject to the notice requirements set forth in Section 2.06 hereof. Notice of such meetings shall instead be given in the manner prescribed by the Association.

Section 2.05. Place of Meetings. All meetings of the Members shall be held at the principal office of the Association, or any other place within the State of Texas, as may be designated for that purpose from time to time by the Board of Directors.

Section 2.06. Notice of Meeting. (a) Notice of an annual or special meeting, stating the place, date, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given in writing by or at the direction of the Declarant, the President, the Board of Directors, the Secretary, or the Members calling the meeting, which notice shall be given to each Member entitled to vote at the meeting by either personal delivery, facsimile transmission, or mail. Such notice of a meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting; except that, in the case of a meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article IV of the Declaration relating to increasing the maximum level of annual assessments or the levy of a special assessment, such notice shall be given not less than thirty (30) days nor more than sixty (60) days before the date of the meeting.

(b) If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. Unless otherwise notified in writing by a Member, the address of each Member for purposes of such notice shall be the address of any Lot owned by him.

Section 2.07. Quorum. (a) Except as otherwise required by these Bylaws, the presence of Members entitled to cast ten percent (10%) of the total eligible votes of the membership in person or by proxy shall constitute a quorum.

(b) For purposes of taking any action authorized under Section 3 or 4 of Article IV of the Declaration relating to increasing the maximum level of annual assessments or the levy of a special assessment, the presence of the Members holding sixty percent (60%) of all eligible votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 2.08. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as provided in Article II, Section 1(b) of the Declaration. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs later:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas; or

(iii) At such earlier time as the Class B Member, in its sole discretion, shall elect.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land becomes subject to the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

Section 2.09. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights of any Member:

(a) for any period during which any assessment against his Lot or any other sum due the Association under any of the provisions of the Declaration remains unpaid; or

(b) for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations. (Such suspension may be imposed after written notice thereof from the Association to the Member).

The Association's right to suspend the voting rights shall not be exclusive, but shall be cumulative of, and in addition to, any and all other rights and remedies of the Association including, specifically, rights to damages.

Section 2.10. Voting; Action of Members. (a) Only those persons entitled to vote in accordance with the Articles of Incorporation of the Association and these Bylaws on the date on which notice of the meeting is held (as determined by the Board of Directors) shall be entitled to vote at a meeting of the Members, unless some other date is fixed by the Board of Directors for the determination of the Members entitled to vote at such meeting. No Member shall have the right to cumulate his votes at any election for Directors of this Association. Voting for the election of Directors shall be by voice unless any Member demands a ballot vote before the voting begins. On a vote by ballot, each ballot shall be signed by the Member voting or by the Member's proxy.

(b) The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles of Incorporation, or these Bylaws.

(c) Any action authorized under Section 3 or 4 of Article IV of the Declaration relating to increasing the maximum level of annual assessments or the levy of a special assessment requires the approval of two-thirds (2/3) of the total eligible votes of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 2.11. Proxies. Every Member entitled to vote may do so either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. The attendance at any meeting by a Member who may have theretofore given a proxy shall not have the effect of revoking the same unless the Member shall, in writing, so notify the secretary of the meeting prior to the voting of such proxy.

Section 2.12. Action Without Meeting. Action may be taken by Members without a meeting if each Member entitled to vote signs a written consent to the action.

ARTICLE III BOARD OF DIRECTORS

Section 3.01. Powers. The Board of Directors shall act only as a Board and an individual Director shall have no power as such. All corporate powers of the Association shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be controlled by the Board of Directors; subject, however, to such limitations as are imposed by law, the Articles of Incorporation of the Association, the Declaration, and these Bylaws. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power (a) to establish, levy, assess, and collect assessments or provide for the collection of the assessments in accordance with the Declaration, subject to the Members' approval of any increase in the maximum level of annual assessments and any levy of a special assessment in accordance with Sections 3 and 4 of Article IV of the Declaration, (b) to manage and maintain the Common Area in accordance with the Declaration, (c) to exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association. The Board of Directors may, by contract or otherwise, give general or limited or special power and authority to the officers and employees of the Association to transact the general business or any special business of the Association, and may give powers of attorney to agents of the Association to transact any special business requiring such authorization.

Section 3.02. Classification of Board. The Board of Directors shall consist of three (3) members who shall be divided into three classes with respect to the time for which they severally hold office. Each class is to be as nearly equal in number as possible, as determined by the Board of Directors. The three classes shall be known as Class One, Class Two, and Class Three, respectively, with one director in each class. The names and addresses of the directors of the initial Board of Directors and the class to which each shall belong are as follows:

Class One

James C. Box
2727 North Loop West, Suite 200
Houston, Texas 77008

Class Two

Roy R. Behrens, Jr.
2727 North Loop West, Suite 200
Houston, Texas 77008

Class Three

Mark A. Kilkenny
2727 North Loop West, Suite 200
Houston, Texas 77008

The number of Directors may be increased or decreased by amendment to these Bylaws (providing such decrease does not shorten the term of any incumbent Director). The number of Directors shall never be less than three (3) or more than five (5). Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

Section 3.03. Term of Office and Resignations. The term of office of the Class One director above named shall expire at the third annual meeting; the term of the Class Two director shall expire at the fourth annual meeting; and the term of the Class Three director shall expire at the fifth annual meeting. Upon expiration of the terms of office of the directors as classified above, their successors shall be elected for the term of three years each, so that one-third of the number of directors of the Corporation shall be elected annually. Any Director may resign at any time by giving written notice to the Board of Directors or the Secretary of the Association. Any such resignation shall take effect at the time specified thereon, or, if the time is not specified, shall take effect immediately upon its receipt.

Section 3.04. Vacancies. Upon the death, resignation or removal of any Director, a majority of the remaining Directors, though less than a quorum, shall elect a Director to fill the vacancy. A Director elected or appointed and qualified to fill a vacancy shall do so for the unexpired term of his predecessor in office.

Section 3.05. Removal of Directors. Any Director or Directors may be removed from office with or without cause, at any time at any regular or special meeting of the Board of Directors, by a majority vote of such Directors.

Section 3.06. Regular Meeting. Regular meetings of the Board of Directors shall be held without notice, immediately preceding each annual meeting of the Members of the Association, or at such other times as the Directors may determine.

Section 3.07. Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the President or the Secretary of the Association, or by a majority of the Directors. The Secretary shall give or cause to be given notice of each special meeting in person, by mail, or by facsimile, to each Director at least two (2) days before the meeting.

Section 3.08. Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at such place within the State of Texas as may be designated from time to time by resolution of the Board of Directors or by the written consent of all of the members of the Board of Directors.

Section 3.09. Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, by the Articles of Incorporation of the Association, or by the Declaration.

Section 3.10. Order of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Association shall be considered in such order as the Board of Directors may determine from time to time. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present. The Secretary of the Association shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the person presiding over the meeting may appoint any person to act as secretary of the meeting.

Section 3.11. Adjournment - Notice. A quorum of the Board of Directors may adjourn any Board of Director's meeting to meet again at a stated day and hour. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned. In the absence of a quorum, a majority of the Directors present at any Director's meeting, either regular or special, may adjourn until the time fixed for the next regular meeting of the Board.

Section 3.12. Board Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, and shall have the same force and effect as a unanimous vote of Directors, if all members of the Board of Directors shall individually and collectively consent in writing to such action.

Section 3.13. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services.

ARTICLE IV
COMMITTEES

Section 4.01. Executive Committees. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate one or more committees, each of which shall consist of two (2) or more persons, one (1) of whom shall be a Director. The remaining members of the committee need not be Directors. The committees shall act in the manner provided in such resolution. The committees so designated shall keep regular minutes of their meetings and shall report the same to the Board of Directors at the next regular meeting of the Board of Directors.

Section 4.02. Architectural Control Committee. The Architectural Control Committee shall consist of three (3) members who shall be appointed by the Declarant, each of whom shall serve until his successor is appointed. Any member of the Architectural Control Committee may be removed, with or without cause, by the Declarant. In the event of the death, resignation or removal of any member of the Architectural Control Committee, the Declarant shall have the authority to designate successor member(s) to the Architectural Control Committee. A majority of the Architectural Control Committee may designate one or more representatives to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Architectural Control Committee.

Section 4.03. Assignment of Architectural Control Committee Duties. The duties and powers of the members of the Architectural Control Committee, their successors, assigns, and designated representative(s) shall cease on the later of twenty (20) years from the date the Declaration is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Architectural Control Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in Article VI of the Declaration and the duties and powers vested in the Architectural Control Committee and its successors shall continue so long as the Declaration remains in force and effect. The then current members of the Architectural Control Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Architectural Control Committee.

Section 4.04. Compensation of Committee Members. No person serving on any committee shall be entitled to compensation for services performed; however, the Architectural Control Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Architectural Control Committee.

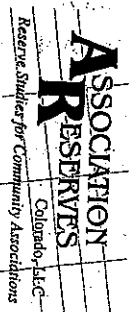
Section 4.05. Indemnification. Each member of a committee shall be entitled to the same immunities and indemnification as are provided for officers and Directors of the Association.

ARTICLE V OFFICERS

Section 5.01. Corporate Officers. (a) The officers of the Association shall be a President, one or more Vice Presidents (the number thereof and their respective titles to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be appointed at the discretion of the Board of Directors in accordance with Section 5.01(b) below.

(b) In addition to the officers specified above, the Board of Directors may appoint such other officers as the Board of Directors may deem necessary or advisable, including one or more Assistant Secretaries and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

or more offices may be held by the same person, except the offices of Secretary.



5.02. Appointment, Term of Office, and Qualifications. The officers of the Association, except such officers as may be appointed in accordance with Sections 5.01(b) and 5.01(c), shall be elected by the Board of Directors at the Board of Directors' annual meeting. Each officer shall hold office for a term of one (1) year or at the pleasure of the Board of Directors and shall serve until such officer's earlier death, resignation, removal, or until the officer's successor shall be elected and qualified, but no officer shall serve for a term exceeding three (3) years.

Section 5.03. Removal. Any officer of the Association may be removed, with or without cause, at any time at any regular or special meeting of the Board of Directors by a majority vote of such Directors.

Section 5.04. Resignations. Any officer may resign at any time by giving written notice of such officer's resignation to the Board of Directors, the President, or the Secretary of the Association. Any such resignation shall take effect at the time specified therein, or, if the time is not specified, upon receipt thereof by the Board of Directors, the President, or the Secretary. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or other event, may be filled for the unexpired portion of the term thereof in the manner prescribed in these Bylaws for regular appointments to such office.

Section 5.06. President. The President of the Association shall preside at all meetings of the Members, and at all meetings of the Board of Directors, as provided in Section 3.10 herein. The President shall have, subject to the control of the Board of Directors, general and active supervision and management over the business of the Association and over its officers and employees, and shall perform all of the duties incident to the office of President and such other duties as may from time to time be assigned to the President by the Board of Directors.

Section 5.07. Vice Presidents. Each Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of the President's absence or inability to act upon the request of the Board of Directors, a Vice President shall perform the duties of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President.

Section 5.08. Secretary. The Secretary shall have the duty to record the proceedings of all meetings of the Board of Directors and of the Members. The Secretary shall (i) see that all notices are duly given in accordance with these Bylaws and as required by law; (ii) maintain a list of all Members which shall have the name, address, class of membership for each Member; and (iii) perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to the Secretary by the Board of Directors.

Section 5.09. Treasurer. The Treasurer shall supervise, have custody of, and be responsible for all funds and securities of the Association. The Treasurer shall deposit or cause to be deposited all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors or selected by the Treasurer in accordance with authority delegated by the Board of Directors. The Treasurer shall exercise general supervision over expenditures and disbursements made by officers, agents and employees of the Association and the preparation of such records and reports in connection therewith. The Treasurer shall, in general, perform all other duties incident to the office of Treasurer and such other duties as may from time to time be assigned to the Treasurer by the Board of Directors.

ARTICLE VI INDEMNIFICATION

Section 6.01. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or an agent of another corporation, partnership, joint venture, trust, or other enterprise, or is or was a director, an officer, or an affiliate of the Declarant or any partner

of the Declarant (if the Declarant is a partnership), if such action, suit or proceeding arises out of such person's activities in connection with the Association, to the fullest extent permitted by Texas law and the Association's Articles of Incorporation.

ARTICLE VII EXECUTION OF INSTRUMENTS

Section 7.01. Authorization. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, agent or agents, employee or employees, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the Association. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, employee or other person shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or any amount.

ARTICLE VIII BOOKS AND RECORDS

Section 8.01. Books and Records. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors and committees, and a record of the names and addresses of each Member entitled to vote, all at its registered office or principal office in Texas. All books and records of the Association may be inspected by any Member or Director or their agents or attorneys, for any proper purpose at any reasonable time.

ARTICLE IX AMENDMENTS

Section 9.01. Amendment of Bylaws. The power to alter, amend, or repeal these Bylaws or to adopt new Bylaws is vested in the Board of Directors.

ARTICLE X MISCELLANEOUS

Section 10.01. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 10.02. Waiver of Notices. Whenever notice is required to be given under these Bylaws, the Declaration, or the Articles of Incorporation of the Association, the person entitled to said notice may waive such notice in writing, either before or after the time stated therein, and such waiver shall be deemed equivalent to notice. Attendance of a person at a meeting (whether in person, or in the case of a meeting of Members, by proxy) shall constitute a waiver of notice of such meeting, except when the person attends

529-89-T838

a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any meeting of the Members, the Board of Directors, or members of a committee of the Board of Directors need be specified in any written waiver of notice.

ADOPTED by the Board of Directors this ____ day of _____, 1994.

[Handwritten Signature]
_____, Secretary

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on _____

DEC 29 1999



[Handwritten Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED

1999 DEC 29 PM 1:50

[Handwritten Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDED THIS INSTRUMENT IN THIS OFFICE ON THIS DATE AND AT THE TIME STAMPED HEREON BY ME; AND WAS DULY RECORDED, IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS ON _____
PHOTO COPY, UNGLAZED PAPER, ETC.

**FIRST AMENDMENT TO BYLAWS OF
HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION**

November 1, 2001

WHEREAS, Heritage Park Pointe Homeowners Association, a Texas non-profit corporation (the "Association"), has adopted Bylaws of the Association (the "Bylaws"); and

WHEREAS, Article IX, Section 9.01 of the Bylaws provides that the power to alter, amend, or repeal the Bylaws or to adopt new Bylaws is vested with the Board of the Directors of the Association (the "Board"); and

WHEREAS, Article III, Section 3.09 of the Bylaws provides that a majority of the number of directors of the Board shall constitute a quorum for the transaction of business and that every act or decision done by a majority of the directors of the Board present shall be regarded as the act of the Board; and

WHEREAS, a duly constituted meeting of the Board was held on November 1, 2001, at which meeting it was proposed that the Bylaws be amended as described hereinbelow; and

WHEREAS, at such meeting of the Board on November 1, 2001, all of the directors of the Board were present and voted to amend the Bylaws as described hereinbelow;

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being the President of the Association, does hereby certify that at a duly constituted meeting of the Board held on November 1, 2001, all of the directors of the Board were present and voted to amend the Bylaws as set forth hereinbelow, to-wit:

RESOLVED: that Article II, Section 2.07(a) of the Bylaws is deleted in its entirety and replaced with the following:

Section 2.07. Quorum. (a) Except as otherwise required by these Bylaws, the presence of Members entitled to cast ten percent (10%) of the total eligible votes of the membership in person or by proxy shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

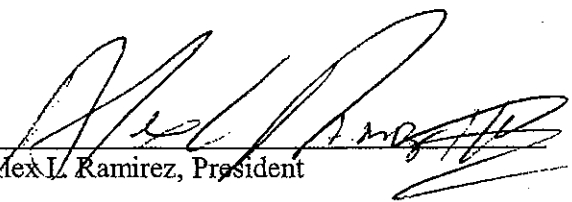
EXECUTED on the date first set forth hereinabove, to evidence the certification set forth hereinabove.

**FILE FOR RECORD
8:00 AM**

DEC 20 2001

Dorely L. Hayward
County Clerk, Harris County, Texas

**HERITAGE PARK POINTE HOMEOWNERS
ASSOCIATION**

By: 
Alex J. Ramirez, President

547-11-2965

**FIRST AMENDMENT TO BYLAWS OF
HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, South Shore Village Community Association, Inc. a Texas non-profit corporation (the "Association") has adopted Bylaws of the Association (the "Bylaws"); and

WHEREAS, Article XVI, Section 1 of the Bylaws provides that the Bylaws may be amended at a regular or special meeting of the members of the Association (the "Members") by a vote of a majority of quorum of Members present in person or by proxy; and

WHEREAS, Article IX, Section 5 of the Bylaws provides that the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum; and

WHEREAS, a duly constituted meeting of the Members was held on November 7, 2007 at which meeting it was proposed that the Bylaws be amended as described herein below; and

WHEREAS, at such meeting of the Members on November 7, 2007, Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the Association were present; and

WHEREAS, at such meeting, a majority of those Members present, in person or by proxy, voted to amend the Bylaws as described herein below.

NOW, therefore, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the President of the Association, does hereby certify that at a duly constituted meeting of the Members held on November 7, 2007, Members entitled to cast, or proxies entitled to cast, one-tenth (1/10th) of the votes were present and of those Members present, in person or by proxy, a majority voted to amend the Bylaws as set forth herein below, to-wit:

RESOLVED: That Article IX, Section 5 of the Bylaws is deleted in its entirety and replaced with the following:

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, an applicable Supplemental Declaration, or these Bylaws. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at any such subsequent

meeting shall be one-half (1/2) of the required quorum requirement at the preceding meeting. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such a quorum as aforesaid shall be present or be represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Effective as of the date first set forth hereinabove to evidence the certification set forth hereinabove.

SOUTH SHORE VILLAGE COMMUNITY ASSOCIATION, INC. a Texas non-profit corporation

By: _____
OJ Kvist, President

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on November 7, 2007, by OJ Kvist, President of the SOUTH SHORE VILLAGE COMMUNITY ASSOCIATION, INC. a Texas non-profit corporation, for an on behalf of said corporation.

Notary Public, State of Texas

IMC/SPECIAL

500-13-0290

520 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

07/12/94 06172138 P955520 \$ 60.00

THAT this Declaration is made on the date hereinafter set forth by Heritage Park Venture II, a Texas joint venture composed of Southern Investors Services Company, Inc. (formerly The Mischer Corporation), a Delaware corporation and Hallmark Residential Development Inc., a Texas corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 359112 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas nonprofit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Heritage Park Venture II, its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Heritage Park Venture II, and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area

and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision, the general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from

ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association.

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b). When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas; or

(iii) At such earlier time as the Class B Member, in its sole discretion, shall elect.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25% of all Lots (including all Lots within the jurisdiction of the Association), then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection

with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written

approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written

notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which

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sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above, rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot

or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE V
INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the

benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., James C. Box, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme,

and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions

is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not

the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No owner or member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual

effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leach being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become

an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51%) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage, and, in the case of a two-story structure, at least eight hundred and fifty (850) square feet on the ground floor.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantial the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements if built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the time of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the Owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION,

ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X
MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Members's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be cancelled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI
EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration of

Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII ANNEXATION

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Provided, however, the additional residential property or Common Area that is a part of the General Plan submitted to and approved by the Federal Housing Administration or the Veterans Administration may be annexed by the Declarant without approval by Members of the Association. Annexation of additional property into the jurisdiction of the Association shall become effective on the date an instrument signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is filed for record in Harris County, Texas evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed into the jurisdiction of the Association may be combined with the funds collected from the Owners of Lots in the Subdivision and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions

contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Disclaimer of Warranty. DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY, OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

IN WITNESS WHEREOF, this Declaration is executed on this the 11th day of July, 1994.

HERITAGE PARK VENTURE II, by its venturers

Southern Investors Services Company, Inc.

By: James C. Box
Name: James C. Box
Title: Sr. Vice President

Hallmark Residential Development Inc.

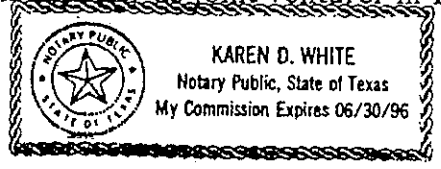
By: Mark A. Kilkenny
Name: MARK A. KILKENNY
Title: VICE PRESIDENT

FILED
94 JUL 12 PM 2:05
Municipal City Clerk
COUNTY CLERK
DALLAS COUNTY, TEXAS

500-13-0317

THE STATE OF TEXAS §
COUNTY OF HARRIS §

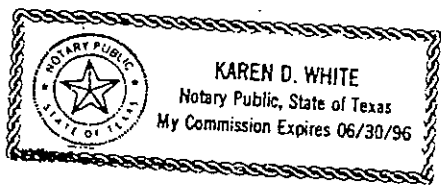
This instrument was acknowledged before me on this the 11th day of July 1994, by James C. Boy W. Rice President of Southern Investors Services Company, Inc., a Delaware corporation, on behalf of said corporation, in its capacity as joint venturer in Heritage Park Venture II, a Texas joint venture.



Karen D. White
Notary Public in and for the State of TEXAS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of July 1994, by Mark A. Kilbenny Rice President of Hallmark Residential Development Inc., a Texas corporation, on behalf of said corporation, in its capacity as joint venturer of Heritage Park Venture II, a Texas joint venture.



Karen D. White
Notary Public in and for the State of TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUL 12 1994



Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS

AFTER RECORDING: HOLD FOR STATEWIDE TITLE CO.

507-17-3156

R789514

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY-ONE

02/15/96 300030577 R 789514

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THE STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS }

THAT this Declaration is made on the date hereinafter set forth by Heritage Park Venture II, a Texas joint venture composed of Southern Investors Service Company, Inc. (formerly The Mischer Corporation), a Delaware corporation and Hallmark Residential Development Inc., a Texas corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty-One, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 370137 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty-One, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty-One, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty-One, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

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Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas nonprofit corporation, its successors and assigns, if the Subdivision is annexed into the jurisdiction thereof, or another non-profit corporation established by Declarant for the purposes set forth in Article III, Section 2, hereinbelow.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Heritage Park Venture II, its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Heritage Park Venture II, and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

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**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Organization. The Association is organized as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision, the

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general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association.

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) **Class A:** All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b). When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) **Class B:** Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

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(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25% of all lots (including all Lots) within the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes:

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lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price Index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) **Occupied Lots:** Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) **Completed Living Unit:** Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) **Vacant Lots:** Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the

number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same; or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of

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Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above, rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money first lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or

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transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

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ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds

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arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., Eric M. Schumann, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape,

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height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20)

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years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through

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its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No owner or member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the

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Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans,

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motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building,

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or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51%) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantial the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

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Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements if built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used

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or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the time of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not

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be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the Owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR

FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Members's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be cancelled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the

Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to

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be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII ANNEXATION

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Provided, however, the additional residential property or Common Area that is a part of the General Plan submitted to and approved by the Federal Housing Administration or the Veterans Administration may be annexed by the Declarant without approval by Members of the Association. Annexation of additional property into the jurisdiction of the Association shall become effective on the date an instrument signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is filed for record in Harris County, Texas evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed into the jurisdiction of the Association may be combined with the funds collected from the Owners of Lots in the Subdivision and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically

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extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

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Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme; however, such merger or consolidation shall not effect any revocation, change, or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Section 9. Disclaimer of Warranty. **DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY-ONE, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY-ONE, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY-ONE, OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.**

Section 10. FHA or VA Approval. Notwithstanding anything contained to the contrary, should the Declarant seek and obtain approval of FHA or VA for the subdivision or any subsequent addition thereto, then so long as there is a Class B membership, the annexation of additional properties, mergers, and consolidations, the dedication of common area, the mortgaging of common area, dissolution, and the amendment of this Declaration of Covenants, Conditions, and Restrictions shall require the prior approval of the FHA or the VA.

507-17-3183

IN WITNESS WHEREOF, this Declaration is executed on this the 12th day of (3) FEBRUARY, 1996.

HERITAGE PARK VENTURE II, by its venturers

Southern Investors Service Company, Inc.

By: [Signature]
Name: Eric Schuman
Title: Senior Vice President

Hallmark Residential Development Inc.

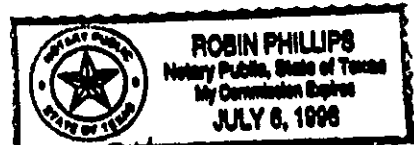
By: [Signature]
Name: Mark A. Kilkenny
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th day of February 1996, by Eric Schuman, Sr. Vice President of Southern Investors Service Company, Inc., a Delaware corporation, on behalf of said corporation, in its capacity as joint venturer in Heritage Park Venture II, a Texas joint venture.

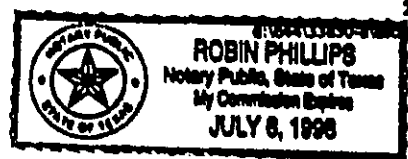
[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §



This instrument was acknowledged before me on this the 12th day of February 1996, by Mark A. Kilkenny, Vice President of Hallmark Residential Development Inc., a Texas corporation, on behalf of said corporation, in its capacity as joint venturer of Heritage Park Venture II, a Texas joint venture.

[Signature]
Notary Public, State of Texas



After recording, return to:
Mark A. Kilkenny
Southern Investors Service Company, Inc.
2727 North Loop West, Suite 200
Houston, Texas 77008

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE FOREGOING REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
daily RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

FEB 15 1996



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Mgmt File
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY-TWO

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration is made on the date hereinafter set forth by Heritage Park Venture II, a Texas joint venture composed of Southern Investors Service Company, Inc. (formerly The Mischer Corporation), a Delaware corporation and Hallmark Residential Development Inc., a Texas corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty-One, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 395041 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty-Two, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty-Two, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty-Two; shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Heritage Park Venture II, its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Heritage Park Venture II, and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds; enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision and other Subdivisions within its jurisdiction, and the general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association (the "Bylaws").

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b) of the Bylaws. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25 % of all lots (including all Lots) within the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and

shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price Index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking

any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the

Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from

possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money first lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be

collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE V
INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members; and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event,

the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., Eric M. Schumann, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;

(c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and

(d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association.

To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No Owner or Member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain,

during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests;

however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX
ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51 %) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house

locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences

or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements if built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the time of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The Owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD,

DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Members's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI
EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easements. Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the

Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII ANNEXATION

Declarant hereby declares that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, additional land. The Declarant may add or annex additional land to the scheme of the Declaration and such addition or annexation shall become effective on the date on which there is filed for record in the Office of the County Clerk of Harris County, Texas, an appropriate declaration of covenants, conditions, and restrictions signed and acknowledged by Declarant that extends the scheme of this Declaration to such land; provided, however, that such declaration may contain such additions and modifications of the provisions contained in this Declaration as may be necessary as determined by the Declarant in its sole discretion, to reflect the different character, if any, of the added land. Declarant may cause to be recorded as many separate declarations as may be desired from time to time and at any time, to effect the annexation of additional land. Annexation of additional land may be accomplished by Declarant without the consent of any other party or entity.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving of consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme; however, such merger or consolidation shall not effect any revocation, change, or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Section 9. Disclaimer of Warranty. DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY-TWO, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY-TWO, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY-TWO OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

Section 10. FHA or VA Approval. Notwithstanding anything contained to the contrary, should the Declarant seek and obtain approval of FHA or VA for the subdivision or any subsequent addition thereto, then so long as there is a Class B membership, the annexation of additional properties, mergers, and consolidations, the dedication of common area, the mortgaging of common area, dissolution, and the amendment of this Declaration of Covenants, Conditions, and Restrictions shall require the prior approval of the FHA or the VA.

IN WITNESS WHEREOF, this Declaration is executed on this the 29 day of December, 1997.

HERITAGE PARK VENTURE II, by its venturers

Southern Investors Service Company, Inc.

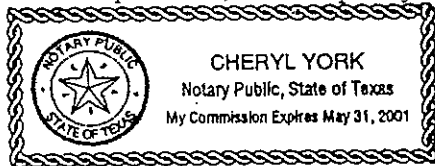
By: [Signature]
Eric Schumann, Vice President

Hallmark Residential Development Inc.

By: [Signature]
Mark A. Kilkenny, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

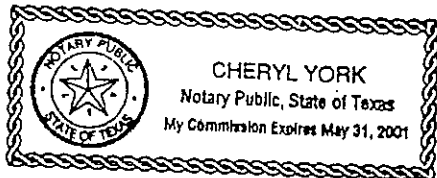
This instrument was acknowledged before me on this the 29th day of December, 1997, by Eric Schumann, Vice President of Southern Investors Service Company, a Delaware corporation, on behalf of said corporation, in its capacity as joint venturer in Heritage Venture II, a Texas joint venture.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 29th day of December, 1997, by Mark Kilkenny, Vice President of Hallmark Residential Development Inc., a Delaware corporation, on behalf of said corporation, in its capacity as joint venturer of Heritage Venture II, a Texas joint venture.



[Signature]
Notary Public, State of Texas

516-60-0968

After recording, return to:
Mark A. Kilkenny
Southern Investors Service Company, Inc.
2727 North Loop West, Suite 200
Houston, Texas 77008

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

JAN 22 1998



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

98 JAN 22 PM 3:47

FILED

518-90-2213

TO51026 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY-THREE

06/01/98 200663927 T051026 167.00

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT this Declaration is made on the date hereinafter set forth by Wheatstone Investments, L.P., a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty-Three, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 402071 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty-Three, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty-Three, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty-Three, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community

facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Wheatstone Investments, L.P., its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Wheatstone Investments, L.P., and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;
- (b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision and other Subdivisions within its jurisdiction, and the general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association (the "Bylaws").

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b) of the Bylaws. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25 % of all lots (including all Lots) within the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and

shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking

any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November hi each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the

Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from

possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money first lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be

collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., Eric M. Schumann, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act,

or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that

such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their

attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than

two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No Owner or Member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any

portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved

by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51 %) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and

permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee,

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting

street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the tune of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The Owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the

residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY

SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X
MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Members's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI
EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period often (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easements. Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further,

an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII
ANNEXATION

Declarant hereby declares that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, additional land. The Declarant may add or annex additional land to the scheme of the Declaration and such addition or annexation shall become effective on the date on which there is filed for record in the Office of the County Clerk of Harris County, Texas, an appropriate declaration of covenants, conditions, and restrictions signed and acknowledged by Declarant that extends the scheme of this Declaration to such land; provided, however, that such declaration may contain such additions and modifications of the provisions contained in this Declaration as may be necessary as determined by the Declarant in its sole discretion, to reflect the different character, if any, of the added land. Declarant may cause to be recorded as many separate declarations as may be desired from time to time and at any time, to effect the annexation of additional land. Annexation of additional land may be accomplished by Declarant without the consent of any other party or entity.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods often (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition,

Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme; however, such merger or consolidation shall not effect any revocation, change, or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Section 9. Disclaimer of Warranty. **DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY-THREE, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY-THREE, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY-THREE OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.**

Section 10. FHA or VA Approval. Notwithstanding anything contained to the contrary, should the Declarant seek and obtain approval of FHA or VA for the subdivision or any subsequent addition thereto, then so long as there is a Class B membership, the annexation of additional properties, mergers, and consolidations, the dedication of common area, the mortgaging of common area, dissolution, and the amendment of this Declaration of Covenants, Conditions, and Restrictions shall require the prior approval of the FHA or the VA.

518-90-2239

IN WITNESS WHEREOF, this Declaration is executed on this the 27 day of May, 1998.

Wheatstone Investments, L.P., a Texas limited partnership *Jr*

By: Wheatstone Management, L.L.C., a Texas limited liability company, its General Partner

By: *MARK A. KILKENNY*
Name: MARK A. KILKENNY
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 27 day of May, 1998, by *Mark Kilkenny*, *Vice President* of Wheatstone Management, L.L.C., a Texas limited liability company, the General Partner of Wheatstone Investments, L.P., a Texas limited partnership, on behalf of said partnership.

Lori Fruth
Notary Public, State of Texas



JOINDER OF ASSOCIATION

The undersigned, being the Members of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, have joined in the execution of this Declaration of Covenants, Conditions and Restrictions, Heritage Park, Section Twenty-Three, solely for the purpose of acknowledging that the Lots in Heritage Park, Section Twenty-Three, have been brought within the jurisdiction of the Association in accordance with the terms of this Declaration and the governing documents of the Heritage Park Pointe Homeowners Association.

Executed effective as of the 27 day of May, 1998.

Roy R Behrens Jr (signature)
Roy R BEHRENS JR (print name)

Mark A Kilkenney (signature)
MARK A KILKENNY (print name)

Eric Schumann (signature)
[Signature] (print name)
[Signature] (signature)
[Signature] (print name)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 27, 1998, by Roy Behrens Jr, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

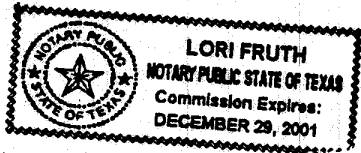


Lori Fruth
Notary Public in and for the
State of TEXAS

518-90-2241

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

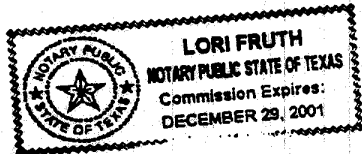
This instrument was acknowledged before me on May 27, 1998, by Mark Kilkenny, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Lori Fruth
Notary Public in and for the
State of TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 27, 1998, by Eric Schumann, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Lori Fruth
Notary Public in and for the
State of TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 1998, by _____, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of TEXAS

518-90-2242

After recording, return to:
Mark A. Kilkenny
Southern Investors Service Company, Inc.
2727 North Loop West, Suite 200
Houston, Texas 77008

ANY PROVISION HEREIN WHICH ATTEMPTS TO RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas.

JUN 1 1998



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED

98 JUN -1 PH 2:02

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

**T594173 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY-FOUR**

03/11/99 100998767 T594173 \$65.00

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT this Declaration is made on the date hereinafter set forth by Wheatstone Investments, L.P., a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty-Four, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 416053 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty-Four, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty-Four, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty-Four, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community

facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Wheatstone Investments, L.P., its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Wheatstone Investments, L.P., and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision and other Subdivisions within its jurisdiction, and the general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association (the "Bylaws").

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b) of the Bylaws. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25 % of all lots (including all Lots) within the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and

shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking

any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November hi each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the

Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from

possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money first lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be

collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., Eric M. Schumann, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act,

or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that

such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their

attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than

two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No Owner or Member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any

portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved

by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51 %) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and

permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee,

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting

street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the tune of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The Owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the

residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY

SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Member's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period often (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easements. Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further,

an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII
ANNEXATION

Declarant hereby declares that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, additional land. The Declarant may add or annex additional land to the scheme of the Declaration and such addition or annexation shall become effective on the date on which there is filed for record in the Office of the County Clerk of Harris County, Texas, an appropriate declaration of covenants, conditions, and restrictions signed and acknowledged by Declarant that extends the scheme of this Declaration to such land; provided, however, that such declaration may contain such additions and modifications of the provisions contained in this Declaration as may be necessary as determined by the Declarant in its sole discretion, to reflect the different character, if any, of the added land. Declarant may cause to be recorded as many separate declarations as may be desired from time to time and at any time, to effect the annexation of additional land. Annexation of additional land may be accomplished by Declarant without the consent of any other party or entity.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods often (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition,

Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme; however, such merger or consolidation shall not effect any revocation, change, or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Section 9. Disclaimer of Warranty. **DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY-FOUR, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY-FOUR, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY-FOUR OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.**

Section 10. FHA or VA Approval. Notwithstanding anything contained to the contrary, should the Declarant seek and obtain approval of FHA or VA for the subdivision or any subsequent addition thereto, then so long as there is a Class B membership, the annexation of additional properties, mergers, and consolidations, the dedication of common area, the mortgaging of common area, dissolution, and the amendment of this Declaration of Covenants, Conditions, and Restrictions shall require the prior approval of the FHA or the VA.

524-37-0787

IN WITNESS WHEREOF, this Declaration is executed on this the 11th day of March, 1999.

Wheatstone Investments, L.P., a Texas limited partnership

By: Wheatstone Management, L.L.C., a Texas limited liability company, its General Partner

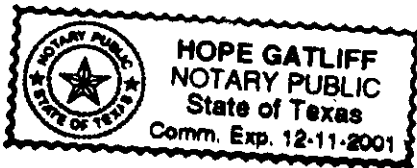
Jr

By: Walter M. Mischer Jr
Name: WALTER M. MISCHER JR
Title: V. PRES

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of March, 1999, by Walter M. Mischer, Jr., Vice President of Wheatstone Management, L.L.C., a Texas limited liability company, the General Partner of Wheatstone Investments, L.P., a Texas limited partnership, on behalf of said partnership.

Hope Gatloff
Notary Public, State of Texas



524-37-0788

JOINDER OF ASSOCIATION

The undersigned, being the Members of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, have joined in the execution of this Declaration of Covenants, Conditions and Restrictions, Heritage Park, Section Twenty-Four, solely for the purpose of acknowledging that the Lots in Heritage Park, Section Twenty-Four, have been brought within the jurisdiction of the Association in accordance with the terms of this Declaration and the governing documents of the Heritage Park Pointe Homeowners Association.

Executed effective as of the 11th day of March, 1999.

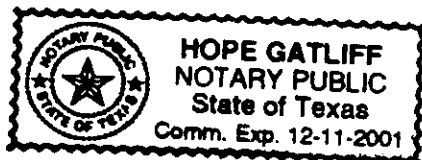
Roy R Behrens Jr (signature)
Roy R BEHRENS JR (print name)

Mark A. Kilkenny (signature)
Mark A. Kilkenny (print name)

NA (signature)
NA (print name)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 11, 1999, by Roy R. Behrens, Jr and Mark A. Kilkenny, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Hope Gatloff
Notary Public in and for the
State of TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 1999, by _____, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

NA

Notary Public in and for the State of TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 1999, by _____, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

NA

Notary Public in and for the State of TEXAS

After recording, return to:
Roy R. Behrens, Jr.
Southern Investors Service Company, Inc.
2727 North Loop West, Suite 200
Houston, Texas 77008

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 11 1999



Beverly B. Ferguson

COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Ferguson
COUNTY CLERK
HARRIS COUNTY TEXAS

99 MAR 11 PM 3:34

FILED

**T594172 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE PARK, SECTION TWENTY-FIVE**

03/11/99 100998766 T594172 \$65.00

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT this Declaration is made on the date hereinafter set forth by Wheatstone Investments, L.P., a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Heritage Park, Section Twenty-Five, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded at Film Code No. 416050 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Heritage Park, Section Twenty-Five, that there be established and maintained a uniform plan for the improvement and development of Heritage Park, Section Twenty-Five, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) Heritage Park, Section Twenty-Five, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community

facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Wheatstone Investments, L.P., its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Wheatstone Investments, L.P., and filed of record in the Real Property Records of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is attached or detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof or which may become incorporated by annexation.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat or any addition thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any easement against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, a like organization, other non-profit organization, authority, or utility for such purpose and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with the terms of the lease shall be a default thereunder.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control within the Subdivision and other Subdivisions within its jurisdiction, and the general overall supervision of all of the affairs of the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association (the "Bylaws").

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) Class A: All Owners other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b) of the Bylaws. When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members; however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine. No cumulative voting shall be permitted.

(b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;

(ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas.

(c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land is subject to the jurisdiction of the Association such that the Declarant owns more than 25 % of all lots (including all Lots) within the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon, administrative costs, cost of collection thereof, and attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot and improvements thereon against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of management, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and

shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable without the obligation, in the opinion of the Board of Directors of the Association, to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking

any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

The Board of Directors of the Association will determine the classification of the Lots on the first day of January of each year after the first year.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November hi each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the

Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until paid at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from

possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual of the Board to any liability to the Association, its Members, or any other party.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments, interest, costs, and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money first lien or mortgage. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage or any conveyance in satisfaction of such debt (commonly called a "deed in lieu of foreclosure") shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

Section 11. Savings Clause. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising, and whether written or oral, and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged, or received by the Association, its agent and/or Declarant for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be

collected, charged, or received under applicable law. If from any circumstance whatsoever, the fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, ipso factor, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association, its agent and/or Declarant should ever collect, charge, or receive an amount deemed to be collected, charged, or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to Declarant or the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and Declarant and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Declaration and any other agreement between any Owner and the Association and/or Declarant. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04, as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceedings on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Roy R. Behrens, Jr., Eric M. Schumann, and Mark A. Kilkenny, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act,

or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representatives) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed disapproved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that

such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Real Property Records of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 5. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their

attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood pile or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Single-Family Residential Use. Each Owner shall use his Lot and the Living Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston (if applicable), and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single-family residential purposes" shall also be defined as permitted use only by: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents, and domestic servants; and (b) no more than

two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents, and their domestic servants.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision. The foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser. No Owner or Member shall conduct, transmit, permit, or allow any type or kind of home business or home profession or hobby on any Lot or within any Living Unit which involves on-site employees or on-site advertising or which would attract automobiles, vehicular or pedestrian traffic to the Lot or involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Owners or Members within the Subdivision and the Association may make such further rules and restrictions governing any home business or home hobby to assure that such peace and tranquility are not disturbed.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. No animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Living Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any

portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment or any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. The restriction concerning commercial advertising shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity. Overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas.

Section 10. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved

by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 15. Basketball Goals. Basketball goals may not be closer to the fronting street than the building setback line. The basketball goals shall not be mounted on the Living Unit or garage and shall be installed on the side of the driveway so that the goal faces toward the Owner's Lot. Temporary goals may be used provided they are stored out of public view behind a screened area at all times when not immediately in use.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. With the prior written consent of the Committee, a port-o-cache may be permitted as an addition or improvement in addition to a garage provided it is a brick structure.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of the exterior walls of the first floor of the Living Unit (excluding in the computation of such area, windows, doors and garage doors) shall consist of at least fifty-one percent (51 %) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and

permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of one thousand (1,000) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building side lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. The front building setback line shall be as hereinabove required. The Living Unit shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from either side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee,

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting

street. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto.

Section 8. Sidewalks. The Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four (4) feet in width, parallel to the street curb. The sidewalk shall extend the full width of the Lot and on Lots that abut on more than one street, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications published by the Committee, if any, Harris County and any other federal, state or local agency having jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street is prohibited. Except as otherwise provided herein, hedges, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite, or other signals of any kind shall be placed, erected, constructed, or free standing on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Subdivision. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, motor vehicles, and recreational vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Accessory Buildings. Accessory buildings shall include garages, lawn storage buildings and children's tree houses and playhouses. In no event shall accessory buildings be used or occupied as a Living Unit. Accessory buildings for the use and exclusive benefit of the Owner may be placed on a Lot, but not more than one (1) accessory building (in addition to a detached garage) may be built or placed on any Lot.

Provided the express written consent of the Committee is secured prior to installation and placement, one (1) lawn storage building and one (1) children's playhouse or tree house may be placed on a Lot. Both lawn storage buildings and children's playhouses and tree houses are limited to a maximum height of eight feet (8'). Lawn storage buildings and children's playhouses and tree houses may be of new construction, or may be moved from another location onto a Lot, but must in all circumstances be placed to the rear of the Living Unit so as not to be visible from the fronting street. Except for children's playhouses and tree houses made of treated pine, redwood, or cedar material, no structure of any kind or character which incorporates framed construction on the exterior shall be erected on any Lot unless a structure receives two (2) coats of paint at the tune of construction.

Section 15. Air Conditioners. Except as otherwise permitted under Article VIII, Section 4, during construction periods, no window or wall type air conditioners visible from any street or any other Lot shall be permitted.

Section 16. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 17. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 18. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 19. Grass. The Owner of each Occupied Lot shall solid sod the area between the front of the residence and curb line of the abutting street and may be sprig or sod in the rear of the

residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the owner.

Section 20. Flag Poles. No flag poles shall be permanently erected on any Lot. A temporary flag pole approved by the Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 21. Window Treatment. No window in any Living Unit that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. The color of any window coverings visible from the exterior of any Living Unit shall be white or a neutral cover.

Section 22. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Subdivision safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY

SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE X MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. The management agreement may be reviewed by any Owner during normal business hours and by appointment only with the Association. Copies of any documents will be given to Members at the Members's cost. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of the Board of Directors of the Association. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI EASEMENTS

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period often (10) years after the date this Declaration of Covenants, Conditions, and Restrictions is filed of record in the Real Property Records of Harris County, Texas, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easements. Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further,

an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants, and conditions required to be imposed against the Subdivision by Declarant in any agreement entered into with Houston Lighting and Power Company for the delivery of underground electrical service to the Subdivision (the "Utility Agreement"). Accordingly, the recordation of any such Utility Agreement in the Real Property Records of Harris County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants, and conditions required under said Utility Agreement.

Notwithstanding the foregoing, no representation or warranty is made as to the above or below ground location of electrical facilities, which in all cases is subject to the requirements of the public utility companies.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

ARTICLE XII
ANNEXATION

Declarant hereby declares that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time, additional land. The Declarant may add or annex additional land to the scheme of the Declaration and such addition or annexation shall become effective on the date on which there is filed for record in the Office of the County Clerk of Harris County, Texas, an appropriate declaration of covenants, conditions, and restrictions signed and acknowledged by Declarant that extends the scheme of this Declaration to such land; provided, however, that such declaration may contain such additions and modifications of the provisions contained in this Declaration as may be necessary as determined by the Declarant in its sole discretion, to reflect the different character, if any, of the added land. Declarant may cause to be recorded as many separate declarations as may be desired from time to time and at any time, to effect the annexation of additional land. Annexation of additional land may be accomplished by Declarant without the consent of any other party or entity.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions, and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods often (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition,

Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged, and filed for record in the Real Property Records of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions, and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlement hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 7. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme; however, such merger or consolidation shall not effect any revocation, change, or addition to the covenants established by this Declaration, and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

Section 8. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Section 9. Disclaimer of Warranty. **DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING HERITAGE PARK, SECTION TWENTY-FIVE, OR THE HERITAGE PARK DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON HERITAGE PARK, SECTION TWENTY-FIVE, OR THE HERITAGE PARK DEVELOPMENT, THE CONDITION OF HERITAGE PARK, SECTION TWENTY-FIVE OR THE HERITAGE PARK DEVELOPMENT, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION COMMON AREA AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.**

Section 10. FHA or VA Approval. Notwithstanding anything contained to the contrary, should the Declarant seek and obtain approval of FHA or VA for the subdivision or any subsequent addition thereto, then so long as there is a Class B membership, the annexation of additional properties, mergers, and consolidations, the dedication of common area, the mortgaging of common area, dissolution, and the amendment of this Declaration of Covenants, Conditions, and Restrictions shall require the prior approval of the FHA or the VA.

524-37-0758

IN WITNESS WHEREOF, this Declaration is executed on this the 11th day of March, 1999.

Wheatstone Investments, L.P., a Texas limited partnership

By: Wheatstone Management, L.L.C., a Texas limited liability company, its General Partner

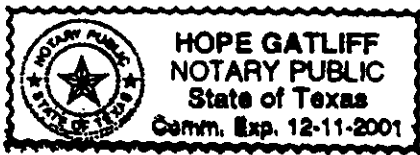
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By: Walter M. Mischer, Jr
Name: WALTER M. MISCHER, JR
Title: V PRES

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of March, 1999, by Walter M. Mischer, Jr, Vice President of Wheatstone Management, L.L.C., a Texas limited liability company, the General Partner of Wheatstone Investments, L.P., a Texas limited partnership, on behalf of said partnership.

Hope Gatliff
Notary Public, State of Texas



JOINDER OF ASSOCIATION

The undersigned, being the Members of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, have joined in the execution of this Declaration of Covenants, Conditions and Restrictions, Heritage Park, Section Twenty-Five, solely for the purpose of acknowledging that the Lots in Heritage Park, Section Twenty-Five, have been brought within the jurisdiction of the Association in accordance with the terms of this Declaration and the governing documents of the Heritage Park Pointe Homeowners Association.

Executed effective as of the 11th day of March, 1999.

Roy R Behrens Jr. (signature)
Roy R BEHRENS Jr. (print name)

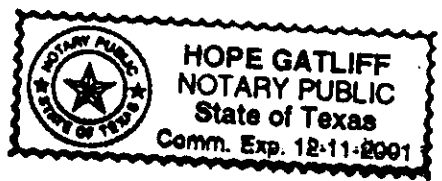
Mark A. Kilkenny (signature)
Mark A. Kilkenny (print name)

/ NA (signature)
(print name)

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on March 11, 1999, by Roy R. Behrens, Jr and Mark A. Kilkenny, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

Hope Gatloff
Notary Public in and for the
State of TEXAS



524-37-0760

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 1999, by _____, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

NA

Notary Public in and for the State of TEXAS

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 1999, by _____, a Member of the Board of Directors of Heritage Park Pointe Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

NA

Notary Public in and for the State of TEXAS

After recording, return to:
Roy R. Behrens, Jr.
Southern Investors Service Company, Inc.
2727 North Loop West, Suite 200
Houston, Texas 77008

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 11 1999



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

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ARCHITECTURAL CONTROL COMMITTEE GUIDELINES AND PROCEDURES OF HERITAGE PARK POINTE

Definition

The Architectural Control Committee (ACC) was created to protect the environmental and architectural integrity of the Heritage Park Pointe (HPP) Subdivision in accordance with the provisions set forth in Article VI of the Declaration of Covenants, Condition and Restrictions (i.e., Deed Restrictions). To that extent, no exterior addition, change, or alteration shall be completed until construction plans and specifications have been submitted and approved by the ACC. The purpose of this approval process is to ensure Subdivision conformity and harmony of external design and location of improvements. *lll*

Unless specifically noted in these guidelines that a certain type of change does NOT require ACC approval, **all exterior changes, alterations, or improvements must be approved prior to the change.**

Procedures

Complete a "Home Improvement Application for Architectural Control Committee" form (i.e., ACC Application) in its entirety (to include a plot survey), and mail to the address as indicated on the form or email to the property manager listed on the Home Owner's Association (HOA) website (see end of this paragraph for details on where form is available for download). All pertinent information such as plans, specifications, building permits, and location of improvement should be included with the application. These forms are available from your management company. The ACC will not respond to verbal requests for approval - all applications must be made in writing.

Location of "Architectural Committee Review Form":

HOA Website: www.heritageparkpointehoa.com

Form located under the "HOA Forms" link

Current property manager contact information is also listed on the website

If you are unable to obtain the form via the HOA website, contact the management company (see the most current contact information on the HOA website) and a copy will be provided. As of April 2010, the phone number for the Houston Community Management Property Manager is 832-864-1200.

The ACC will make all attempts possible to respond to an ACC application within 30 days from the date of receipt of an application. If additional information is required by the ACC, the application process will be extended accordingly. Plans for the implementation of the proposed improvement(s) should allow for the time required to complete the approval process. If an application is not approved, the ACC will state in their letter why such approval was denied and what type of application changes, if any, would alter that decision. If an applicant wishes to discuss or appeal a decision made by the ACC, the property manager should be contacted and arrangements will be made.

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Guidelines

The following are guidelines adopted by the ACC (pursuant to Article VI, Section 3 of the Deed Restrictions) to specify the standards, requirements, and thought processes used in evaluating an application. These guidelines will be amended from time to time as the circumstances, conditions or opinions of the ACC dictate. It should be noted that each application is considered on its own merit and the ACC may grant a variance from these guidelines.

It should be noted that ACC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal. Because guidelines may change occasionally, it is highly recommended that homeowners obtain the latest copy of the guidelines prior to planning a home improvement. This reduces the possibility of homeowners following obsolete guidelines in their home improvements. Copies of the current ACC Guidelines are available through the management company and on the HOA website.

Finally, most of the Deed Restrictions govern changes or improvements that are visible from the outside of the home in public areas. Changes or improvements in the fenced in areas (i.e., back or side yard) are more lenient provided the height of the improvement is such that it does not protrude above an appropriate fence line and would not be considered a nuisance to surrounding neighbors.

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HERITAGE PARK POINTE ARCHITECTURAL GUIDELINES

Animal Control

A total to not exceed two (2) animals (meaning dogs, cats, or other common household pets) may be kept on a Lot. The exception is fish of a type customarily kept within normal home aquariums (to which there is no number limit).

This allowance is allowed, provided:

- They are not kept, bred, or maintained for commercial purposes
- They do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners
- They are kept within the Living Unit, an enclosed yard occupied by the Owner of such pets, or are on a leash being held by a person capable of controlling the animal
 - Put another way, pets are not allowed to run free outside of an enclosed yard, especially onto another Owner's Lot
- If being walked around the neighborhood, it is the responsibility of the person controlling the animal to remove waste deposited by the animal on a Lot NOT occupied by the Owner of the pet
- They are not in violation of any other provision of the Deed Restrictions (e.g., a large dog house)

Antennas

In general, the deed restrictions prohibit any type of exterior antenna, satellite dish, or other elevated apparatus from being placed, erected, or constructed on any Lot if it is visible from the front street. The deed restrictions further prohibit any radio or television signals of any kind from being transmitted (or otherwise originate from) a Lot that unreasonably interferes with the reception of any television or radio signal upon any other Lot.

ACC approval is required for ANY antenna that is not specifically for satellite TV reception. For satellite TV reception, see the "Satellite Dishes" section of this document.

Awnings, Sun Shelter Cabanas & Greenhouses

AWNINGS AND SUN SHELTER CABANAS

For the purposes of this section, awnings and sun shelter cabanas are considered to be structures erected for the purpose of providing shade using a non-rigid material (such as fabric or a plastic tarp). Any such structure is generally not permanently attached to the house on a Lot; if a structure is attached to the house for the purpose defined above it is generally viewed as a patio cover (See the "Patio Cover" section of this document).

Awnings and sun shelter cabanas are allowed to be erected in the front yard on a temporary basis (defined as less than 48 hours) with ACC approval (prior to installation). These structures are not permitted to be installed in a front yard on a permanent basis (defined as more than 48 hours). Unusual circumstances will be evaluated on an individual basis.

Awnings and sun shelter cabanas to be erected in the back yard on a temporary basis (defined as less than 48 hours) do not require ACC approval unless they will be visible from the front street. If a

structure of this nature is to be permanently installed in the back yard (for more than 48 hours) then ACC approval is required (prior to installation).

In general, an awning or sun shelter cabana to be installed permanently in the back yard will be approved provided it meets the following requirements:

- May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
- Highest point of structure does not exceed eight feet (8') in height
- Not visible from front street
- "Roof" material is of a material and color in keeping with the neighborhood.
 - As an example, a blue tarp roof will not be approved
 - Please specify the type of material to be installed in the ACC application

In some cases, depending on the purpose of the awning or sun shelter cabana, the ACC may also apply concepts in the "Yard Ornaments, Fixtures & Furniture" section of this document.

GREENHOUSES

A greenhouse is considered to be a structure erected to provide a non-shaded environment, usually for the purpose of growing plants or vegetation. Special consideration is given to a greenhouse structure that is attached to the house based on its intended purpose. As such, depending on the materials a greenhouse is to be made of, it may be considered as a patio cover (see the "Patio Cover" section of this document).

Greenhouses are not permitted to be erected in the front yard at any time. If a greenhouse is to be erected in the back yard on a temporary basis (less than 48 hours) and is not visible from the front street, ACC approval is not required. ACC approval is required (prior to installation) if erecting a greenhouse in the back yard on a permanent basis (more than 48 hours).

In general, a greenhouse to be installed permanently in the back yard will be approved provided it meets the following requirements:

- May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
- Highest point of structure does not exceed eight feet (8') in height
- Not visible from front street
- Materials greenhouse is constructed of must be explained in the ACC application and are in keeping with the harmony of the neighborhood

Basketball Goals

Basketball goals shall not be mounted on the Living Unit or garage.

Either permanently installed or temporary goals are allowed. In either case, the basketball goal must be positioned such that they are not closer to the fronting street than the building setback line. The building setback line can be ascertained by each Lot's plot survey and is typically ten feet (10') from the street. Additionally, the basketball goal should be positioned such that the goal (hoop) does not face

directly toward the front street. The ultimate point regarding the positioning of the basketball goal is to prevent basketballs from entering the street.

Temporary basketball goals are to be stored out of public view at all times when not immediately in use. They should never be left outside in view overnight.

Benches & Swings

Note: The guidelines in the "Yard Ornaments, Fixtures & Furniture" section also apply to benches and other items placed on the front porch.

Park benches visible from the front of the house (in the front yard) require ACC approval. They generally will be approved if they meet the following requirements:

- Compliments the style and architecture of the home
- Conforms to the color scheme of the immediate neighborhood
- Limited in size to no longer than five feet (5'), two feet (2') wide, and three feet (3') tall
- Maintained and kept in good repair

Park benches that are placed in the back yard, or are otherwise not visible from the front, do not require ACC approval.

Swings are generally viewed in the same way as play equipment. They should be located in the back yard and require ACC approval if they are taller than the fence and visible from the front or side of the house. See the "Play Structures & Play Equipment" section of this document for more information. A swing of a temporary nature (e.g., an infant swing/rocker) is allowed in the front yard without ACC approval. However, the swing should be removed and stored when not in use.

Bird Houses & Bird Baths

Bird houses, bird baths, and other similar structures are allowed without ACC approval in the back yard of a Lot provided the bird house is not taller than six feet (6'). If the bird house is taller than six feet (6') ACC approval is required.

Any bird house, bird bath, or other similar structure placed in the front yard of a Lot requires ACC approval. Each application will be evaluated individually. As a general rule, if the structure is in keeping with the harmony of the neighborhood, it will be approved.

See also the "Yard Ornaments, Fixtures & Furniture" section.

Burglar Bars & Entryway Gates

Burglar bars require ACC approval and are evaluated individually. Approval will only be granted if the burglar bars are in harmony with the house and neighborhood.

Entryway gates at the driveway are not generally approved as they are not in harmony with the neighborhood. Entryway gates require ACC approval and are evaluated individually.

Decks & Patio

For the purpose of this section, decks are defined as structures or platforms for the purpose of congregating or gathering, typically made of wood (either attached to the house or not). A Patio is defined as the same sort of structure but made of a material such as concrete.

Neither decks nor patios are permitted in the front yard.

A deck or patio structure to be constructed in the back yard requires ACC approval. In general, a deck or patio will be approved provided it meets the following requirements:

- May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
- Decks or patios should not be situated on the Lot such that they may pose a problem to the effective drainage of the Lot or neighboring Lot
- Decks or patios cannot be higher than eighteen inches (18") off the ground
- If painted, paint should match that on the house
- If stained, a pigment-free stain or water sealer is used
 - Specific ACC approval is required for a colored stain (include color sample with application)

If the deck or patio is to be covered, see the "Patio Cover" section of this document for details pertaining to the cover.

Doors

ENTRY DOORS

Front entry doors are to be made of wood and stained a medium to dark brown. The stain should remain in good condition. Faded or worn stain should be repaired so as to maintain an attractive appearance. If storm doors or any other type of door (or addition to a door) is to be installed either as a front or back door, ACC approval is required.

GARAGE DOORS

Garage doors are to be kept in good repair. Damage, peeling paint, and other deformities must be promptly repaired. If a garage door is to be repainted, see the section "Exterior Painting" for details regarding painting guidelines. If a garage door is to be replaced, and any material other than what was originally installed, or the style of door to be installed differs, ACC approval is required.

Driveways & Driveway Extensions

The deed restrictions require each Owner to maintain the quality and condition of the driveway on their Lot. This includes the entire driveway from the garage to the front street. Additionally, as part of the maintenance of the driveway, the seams are expected to be kept free of weeds, grass, or any other vegetation.

If any alteration is desired, such as widening or extending the driveway, ACC approval is required.

Exterior Lighting

Any sort of exterior lighting change or addition requires ACC approval. If adding new lighting, pictures of the proposed fixtures are required in your ACC application. Each ACC lighting application is evaluated individually. In general, approval is granted if the change is in keeping with the harmony of the neighborhood. Unapproved lighting changes would include items such as industrial or commercial type light fixtures or non-standard bulb colors. Additionally, flood or spot lights that would illuminate neighboring Lots are generally not approved.

Also see the "Yard Ornaments, Fixtures & Furniture" section.

Exterior Painting

All homes have some painted areas (such as trim and wood siding areas). The deed restrictions require that all painted surfaces must be kept in good repair and must be painted when necessary to preserve their attractiveness. To clarify, this means that painted surfaces are to be clean and smooth with no bare areas or peeling paint, and all surfaces must be free of mildew. All painted areas which have faded and/or deteriorated must be promptly repaired.

If areas being repainted are of the same color, ACC approval is not required but is recommended. If the Owner wishes to paint an area that has not been previously painted or wishes to change a color, ACC approval is required. Color samples are required with your ACC application.

Colors selected to paint the wood, trim, doors, shutters and gutter areas of the home and garages will be limited. Generally, primary, bright, or pastel colors will not be approved. Colors that do not blend well with the existing siding shall also not be approved.

See the "Doors" section for information pertaining to door painting/staining.

Fences

The deed restrictions state that no fence is to be constructed to a height above six feet (6'). The HOA Board of Directors has refined this requirement to allow for a height of six feet six inches (6' 6") if a horizontal board is placed along the ground (commonly referred to as a "rot board"). Fences are to be constructed of either treated lumber or cedar pickets (up to six inches in width). Owners are expected to maintain the quality and condition of the fence surrounding their Lot such that it has no broken pickets, holes, etc.

Modification, replacement, or staining the fence (any color other than a "clear" color) requires ACC approval.

Flags & Flag Poles

Permanently installed flag poles are not permitted.

Flags mounted to the home are allowed and do not require ACC approval provided the flag is of a size smaller than fifteen (15) square feet (e.g., a 3'X5' flag is acceptable) and the flag pole is not longer than six feet (6'). House mounted flags are not to be mounted on the roof. Any flag installed must be in good condition and not considered offensive (to include being a noise nuisance).

Fountains & Sculptures

Any fountain or sculpture placed in the back yard does not require ACC approval provided it is less than six feet (6') in height. Any fountain or sculpture taller than six feet (6'), or one to be placed in the front yard, requires ACC approval. Please include pictures with your ACC approval.

Garage Conversions, Detached Garages & Carports

GARAGE CONVERSIONS

Garage conversions are considered to be the alteration of the garage of the house for a purpose other than parking cars or storing items. ACC approval is not required provided no changes are made to the garage exterior function or aesthetics.

Garage conversions are generally not approved if the change would significantly alter the exterior function or aesthetics. An example of altering the function or aesthetics would be to convert the garage into a permanent living space or changing the home so it would no longer be categorized as having a two-car garage. Each application will be reviewed on an individual basis with the primary requirement that the change is in harmony with the neighborhood.

DETACHED GARAGES

Detached garages are considered to be structures not attached to the house on a Lot for the purposes of parking cars. These structures also typically have a driveway from the street extending to the structure. If the detached structure is too small to park a vehicle or intended for a different purpose (such as a workshop), that is viewed as a shed or outbuilding (see the "Sheds & Outbuildings" section of this document).

In general, detached garages are not permitted unless they are to be constructed on a corner lot primarily due to the space available for such a structure. Each ACC application will be evaluated individually and may be approved provided the following minimum requirements are met:

- May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
- Construction materials for detached garage must be explained in the ACC application and are in keeping with the harmony of the neighborhood and similar to the house on the Lot

Additionally, the driveway that extends to these structures must be of similar material to the main driveway (i.e., not gravel) and must adhere to the information contained in the "Driveways & Driveway Extensions" section of this document.

CARPORTS

The deed restrictions specifically prohibit carports from being constructed on any Lot.

The ACC is willing to review an application for a carport on a case by case basis. As a general rule, due to space requirements, they will not be approved unless being built on a corner lot. Since such a structure is specifically prohibited, the ACC will closely scrutinize such an application and apply the thought processes from the following sections of this document:

- "Decks & Patios"
- "Driveways & Driveway Extensions"

- “Garage Conversions, Detached Garages & Carports” (Detached Garages subsection)
- “Patio Covers”
- “Sheds & Outbuildings”

Gazebos

For the purposes of this document, gazebos are viewed as an outbuilding. See “Sheds & Outbuildings” section for guidelines that pertain to Gazebos.

Holiday Decorations

Holiday decorations are permitted and do not require ACC approval. However, all such decorations may be installed no sooner than 30 days prior to the holiday and must be removed within 15 days after the holiday for which they are intended. The HOA Board of Directors reserves the right to require removal of decorations that either generate complaints or are deemed offensive. This right will be used sparingly.

House Numbers

House numbers may be placed on the house, mailbox, or curb. Freestanding structures in the front yard containing house numbers are not allowed. All house numbers displayed must be kept in good condition. Although ACC approval is not required for house numbers painted on curbs, the ACC will evaluate any design submitted to ensure it is in keeping with the harmony of the neighborhood.

Landscaping

All landscaping must be maintained and in good health. As a general rule, if a plant item dies and is to be replaced with an identical plant, ACC approval is not required. However, ACC approval is required for the addition or alteration of any plant item, timbers, bricks, stones, flower bed borders (see the “Yard Ornaments, Fixtures & Furniture” section), landscaping lights (see the “Exterior Lighting” section), trellises, and underground sprinkler systems. In general, changes must compliment the style and architecture of the home and conform to the color scheme of the immediate neighborhood.

The following are the requirements for maintaining landscaping items:

- All lawn areas must be maintained with grass or other approved ground cover
- All grass must be maintained at a height no taller than seven inches (7”)
- All grass must be maintained so as to be weed free (weeds should encroach on no more than 25% of visible yard)
 - No vegetation of any kind is to be visible between concrete seams of the driveway or sidewalk
- All curbs, sidewalks, driveways, fences, etc. must be properly trimmed and edged including all areas behind fences and along easements that are visible from the fronting street
- Shrubs, hedges, and trees may not encroach on sidewalks or obstruct the view of street signs or vehicular/pedestrian traffic
- All flower beds must be free of overgrown weeds and grass
- No landscaping items are permitted to remain on any corner Lot such that it obstructs the view around the corner as seen from the street

- The deed restrictions define this as a straight line across the corner Lot between two points measured twenty five feet (25') from the corner (forms a triangle)

Mailboxes & Identifying Numbers

Mailboxes, house numbers (either on the house or painted on the curb) and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community. Normally, ACC approval is not required if the house number is to be painted on the curb. If any sort of intricate design is desired, or if there may be doubt as to if a design will be considered harmonious with the neighborhood, then ACC approval is recommended. The HOA Board of Directors reserves the right to have a design painted on the curb removed if it is not in harmony with the community.

It is the responsibility of the Owner to maintain the quality and condition of the mailbox, and house numbers (whether on the house or painted on the curb).

Outdoor Carpeting

Outdoor carpets, to include door mats, are allowed and do not require ACC approval provided they are installed only in the porch areas and compliment the style and architecture of the house or are not visible from the fronting street. If doubt exists as to the suitability of a particular outdoor carpet or door mat, ACC approval is recommended.

Patio Cover

Any patio cover, either attached to the house or not, requires ACC approval. Building permits as required by the municipality (city, county, etc.) must be submitted with the ACC application if the homeowner has already obtained them. In some cases ACC approval will be granted with the provision that a copy of the applicable permits must be received within thirty (30) days of the approval letter.

Patio covers may not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time).

Detailed plans must be submitted with the ACC application. Each application will be evaluated individually, but in all cases must be in harmony with the neighborhood and constructed of similar materials and colors as the house.

If the patio cover is attached to the house, the roof material must be shingle that matches those on the house. In all cases, any sort of corrugated metal or plastic material for the roof is unacceptable.

Play Structures & Play Equipment

For the purpose of this section, play structures or equipment are considered to be any structure for the primary purpose of entertaining children (adult swings are considered as part of this section). These structures can include various items such as swings, slides, seesaws, climbing walls, trampolines, etc. They may also include portions that may be covered (these are considered as special cases and are not considered under other sections of this document).

With rare exceptions (such as a single swing hanging from a tree limb), no play structures or equipment are permitted in the front yard of a Lot.

ACC approval is required prior to installing a play structure in the back yard and is considered on a case by case basis. Generally, such structures are approved provided they meet the following requirements:

- Maximum height allowed will be considered as follows:
 - Eight feet (8') if visible from front of house
 - Ten feet (10') if NOT visible from front of house
 - Anything over ten feet (10') is considered as a special circumstance
- Location/placement in back yard considerations are as follows:
 - May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
 - Unless play structure is not permanently installed and can easily be moved
 - Should be positioned at least five feet (5') from a mutually shared fence (special situations will be considered)
- Neighbor's privacy is of primary concern
 - If play structure has any sort of "mid-level" platform it should not be higher than four feet (4') off the ground

Special situations/circumstances will be considered and may be approved. In such situations, the ACC may require written consent/agreement from adjoining neighbors for such structures if there's any concern that their privacy may be infringed upon.

Rain Gutters

Rain gutters are at the discretion of the homeowner. If installing new gutters, ACC approval is required. Gutters should match the color of the painted trim of the house.

All gutters must be maintained in good repair (to include downspouts).

Room Additions

Any room addition requires ACC approval. Building permits as required by the municipality (city, county, etc.) must be submitted with the ACC application if the homeowner has already obtained them. In some cases ACC approval will be granted with the provision that a copy of the applicable permits must be received within thirty (30) days of the approval letter.

Room additions may not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time).

Detailed plans must be submitted with the ACC application. Each application will be evaluated individually, but in all cases must be in harmony with the neighborhood and constructed of similar materials and colors as the house.

Satellite Dishes

The HOA Board of directors acknowledges the increased demand for satellite TV reception, which is an evolution in technology more commonly used since the deed restrictions were originally drafted. As such, the current interpretation specific to satellite dishes for the sole purposes of TV reception or high speed internet access (from a provider such as DirecTV or Dish Network) is described herein. For a satellite dish or antenna to be installed for ANY purpose other than satellite TV reception, see the "Antennas" section of this document.

If a satellite dish is to be installed and it meets ALL of the following criteria, no ACC approval is required:

- Size of dish to be installed is One Meter (39 inches) or less in diameter
- Satellite dish to be installed is free of any advertisements/designs except what is typically the name of the provider (such as DirecTV) which is typically already on the dish at the time of installation
 - The satellite dish should also be a conservative color to keep in harmony with the neighborhood (i.e., no brightly colored dishes allowed)
- Satellite dish is mounted in such a way as to not be visible from the front street (i.e., the preferred mounting point is on the rear of the house)
- Up to two satellite dishes are permitted if the second dish is being used for high speed internet access through a satellite provider

If ALL of the above parameters are not to be complied with for a satellite dish installation, then ACC approval is required prior to installation. The ACC understands that placement of a satellite dish on a particular Lot for the best reception may require it to be visible from the front street. In such cases you must include the dish location on the plot survey and the approximate height above the ground with the ACC application. If known, include either a description or picture of what the satellite dish will look like.

Sidewalks

The deed restrictions require each homeowner to construct and maintain a sidewalk four feet (4') in width parallel to the street curb along the entire Lot. The HOA also includes the sidewalk extending from the driveway to the front of the house as a sidewalk included in this section. Since there will be no current development within HPP, this means it is the responsibility of the homeowner to maintain the quality and condition of the sidewalk on their Lot (this includes sidewalks that extend along the side of a corner lot). This also includes the curb ramps on corner Lots. The exception to this requirement is that the Harris County MUD #55 is responsible for the maintenance of the sidewalk immediately around storm drains. If a sidewalk is in need of repair immediately around a storm drain, contact the property manager for assistance.

If a sidewalk is in need of repair, no ACC approval is required if replaced to its original condition. If a change to the sidewalk is desired, ACC approval is required. In either case, all sidewalks are to be constructed and maintained in accordance with these architectural guidelines, Harris County and any other federal, state or local agency requirements having jurisdiction. Additionally, as part of the maintenance of the sidewalk, the seams are expected to be kept free of weeds, grass, or any other vegetation.

Owners are reminded that vehicles parked in driveways should not block the path between sidewalks on their Lot. See the "Vehicles, Boats, and Trailers" section for more information on vehicle parking.

Sign Guidelines

The deed restrictions state that no advertising signs, billboards, unsightly objects, or nuisances are allowed to be erected, placed, or remain on any portion of the Subdivision. The HOA Board of Directors as well as the management company have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon.

Exceptions to the sign guidelines are as follows (and do not require ACC approval):

- **Advertising Signs**
 - During a construction or improvement project, one sign is allowed advertising the business performing the work
 - Sign size is not to exceed nine (9) square feet (e.g., 3' by 3')
 - Only one sign allowed per Lot
 - Sign is to be removed upon completion of the construction or improvement project
- **Alarm or Security Signs**
 - These signs must not exceed eight by ten inches (8" X 10")
 - Only one sign is permitted
 - Should be placed in a flower bed close to house
- **Baby/Birthday/Anniversary Announcement Signs**
 - Baby announcements are allowed for a period of fourteen days (14) after the child's birthday
 - Birthday and anniversary signs are only allowed on the day of the event
- **"For Rent" or "For Sale" signs (e.g., Realtor signs)**
 - Sign size is not to exceed nine (9) square feet (e.g., 3' by 3')
 - Only one sign allowed per Lot
 - Allowed as long as house is for rent or sale
- **Garage/Yard Sale Signs**
 - May be placed in a yard not more than four days prior to garage/yard sale
 - Must be removed no later than dusk on the last day of the garage/yard sale
 - These signs are not permitted to be placed on existing sign posts, light posts, fences or trees and must be free standing
 - If a sign is to be placed in another Lot's yard, the person wishing to post the sign must obtain permission from the owner of that Lot (and then the owner of that Lot is also responsible for adhering to these guidelines based on your sign)
- **Political/Religious Signs**
 - Only one political sign may be displayed for each candidate or ballot item
 - All political signs must be ground-mounted and may be no larger than four feet by six feet (4' X 6')
 - Political signs may be displayed no sooner than 90 days prior to the applicable election date
 - All political signs must be removed no later than ten (10) days after the election date
 - No signs that are offensive to an ordinary person will be permitted or tolerated as determined by the ACC and/or Board of Directors
 - See the "Holiday Decorations" section for any item other than a sign to celebrate a religious holiday
- **School/Participation Signs**
 - School excellence signs (e.g., "Very Important Cougar") are allowed for the period of one month as allowed/specified by the school

Sheds & Outbuildings

For the purposes of this section, Sheds & Outbuildings (referred to as Accessory Buildings in the deed restrictions) are any structures not attached to the house on the Lot for the purpose of storage, a workshop, etc. This section specifically does not cover a structure designed to park vehicles, which is considered a detached garage (see the "Garage Conversions, Detached Garages & Carports" section).

All Sheds & Outbuildings require ACC approval prior to being constructed. The deed restrictions expressly prohibit a shed or outbuilding (accessory building) from being used as a living unit in any form.

The ACC categorizes Sheds & Outbuildings into two different categories: custom and pre-built. In both cases, ACC approval for either category structure is evaluated individually, but needs to meet ALL of the following requirements:

- May not encroach into any utility easement unless the utility company has marked all utility lines in the area, especially if digging is required for the improvement (keep in mind the utility company has the right to dig in the easement areas at any time)
- The structure is in keeping with the harmony of the neighborhood
- Metal roofs (and any form of a corrugated roof regardless of material) are prohibited on a shed or outbuilding
- Height at the tallest point is not to exceed eight feet (8') from the yard and is minimally visible from the fronting street
- The height of the shed or outbuilding may be waived up to ten feet (10') provided:
 - Structure is not visible from the fronting street
 - Consent from adjoining neighbors may be required

In addition to the above requirements, each category of shed or outbuilding will also be evaluated based on the following criteria:

Custom Built: A custom built shed or outbuilding is a structure that is assembled from raw materials on-site. In addition to the requirements at the beginning of this section, a custom built shed or outbuilding must also meet this additional requirement:

- Materials the structure is composed of should generally match that of the house
 - The same style and color shingles should be used
 - The same style and color siding should be used

Pre-Built: A pre-built shed or outbuilding is a structure that is purchased and is either 100% assembled at the time of purchase (e.g., a shed purchased from Lowes or Home Depot), or is part of a pre-fabricated kit and is assembled using instructions (provided by the company that designed/built the structure). In addition to the requirements at the beginning of this section, a pre-built shed or outbuilding must also meet these requirements:

- If made of plastic or some other synthetic material, it should be close to the same color as the siding of the house
- If made of some form of wood or wood product, it should resemble the texture of the siding on the house and be painted the same color as the painted surfaces of the house
- Roof materials
 - If made from a plastic/synthetic material, the color should be similar to the color of the shingles on the house

- If made from wood or wood product, the same shingles should be used as is on the house

Solar Panels & Collectors

Solar collectors will be evaluated on a case by case basis. They are not allowed in the front yard or mounted in such a way as to be visible from the front street. Concurrence from residents/owners residing on adjacent Lots may be required prior to granting ACC approval.

Storm Windows & Storm/Screen Doors

Storm windows, storm doors and screen doors require ACC approval. Each is evaluated individually, but generally is approved if the style, color, and type of material is in harmony with the architecture of the home and neighborhood.

Swimming Pools & Spas

No pool or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. Decking around the pool/spa also requires adjoining neighbors to consent if the decking is to be taller than specified in the next paragraph. Consents must be received prior to approval. ACC approval is required for any pool or spa.

Ideally, any pool or spa should be located at least five feet (5') from the side and rear Lot line to maintain proper drainage. Above-ground pools will receive special consideration. Above-ground pools will likely be provided they are not over four feet (4') in height. Decking around the pool cannot be over 18" above ground so to ensure privacy of neighbors. If there is a walkway, it cannot be visible above the six foot fence.

Pool enclosures will be reviewed on an individual basis. Refer to the "Sheds & Outbuildings" section of this document for guidelines.

Swing Sets

Swing sets of all types are addressed in the "Play Structures & Play Equipment" section of this document.

Tree Houses

Tree house structures are not permitted to be constructed in trees in the front yard of a Lot. If a tree house is to be constructed in the tree of a back yard, the ACC will evaluate each ACC application individually. In general, the same concepts adopted in the "Play Structures & Play Equipment" section will be applied.

Trees

Each Lot is required to have at least one tree in the front yard. If the existing tree dies or otherwise is to be replaced with the same type of tree, it does not require ACC approval. If a tree is to be replaced with a different type of tree, then ACC approval is required.

Also see the "Landscaping" section.

Vehicles, Boats & Trailers

The Deed Restrictions state that none of the following are allowed to be parked or stored on any part of any Lot (to include public streets) unless the vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ACC:

- Motor Vehicles
- Non-motorized vehicle
- Boat
- Trailer
- Marine craft
- Recreational vehicle
- Camper rig off of truck
- Hovercraft
- Aircraft
- Machinery
- Equipment of any kind

In addition, passenger automobiles, passenger vans, motorcycles, or pick-up trucks may only be parked in the driveway or the public street provided they meet the following:

- In operating condition
- Have current license plates and inspection stickers
- Are in daily use as motor vehicles on the streets and highways of the State in which they're registered/licensed
- Are not to exceed the following dimensions:
 - Height: Six feet Six inches (6'6")
 - Width: Eight feet (8')
 - Length: Twenty four feet (24')
- Have no commercial advertising located thereon (excludes vehicles parked and in use for construction, repair, or maintenance of a house in the immediate vicinity)
- No vehicles are to block sidewalks
- Overnight parking of any vehicle in the street is prohibited

Owners or occupants of Lots may seek a temporary variance from these restrictions for their guests; however, any such request for a variance must receive the prior approval of the HOA Board of Directors and/or the ACC.

Wind Turbines & Ridge Vents

Wind turbines are allowed but require ACC approval. They should be mounted in the rear portion of the roof, if possible, so they are not visible from the front of the roof line. The wind turbine should be a color which will blend with the shingle color.

Ridge vents do not require ACC approval (but is recommended) provided they are of the same color as the remainder of the roof.

Window Air Conditioners

Window or wall type air conditioners visible from any street or any other Lot are prohibited.

Wood Piles

Any wood pile an Owner wishes to have must not be visible from any street or any other Lot.

Yard Ornaments, Fixtures & Furniture

Yard ornaments include, but are not limited to, such items as planters and other landscaping items (see the "Landscaping" section), decorations, statues, bird baths (see the "Bird Houses & Bird Baths" section), lawn ornaments and other decorative items. Fixtures include swings (see the "Play Structures & Play Equipment" section), lighting fixtures not described elsewhere in this document, barbecues, cookers, smokers, etc. Furniture includes chairs, benches (see the "Benches & Swings" section), lounges, tables, etc.

ITEMS ON PORCHES

In general, items kept on porches (as opposed to in the front yard) such as furniture and planters do not require ACC approval unless a specific complaint is received. For purposes of architectural control, an owner may keep for prolonged periods, items of furniture, ornaments or planters on the front porch of his/her home without ACC approval. The only requirement is that such items be kept in the same quality of repair as is required of the home and land as specified in the deed restrictions and this document.

ITEMS IN ENCLOSED YARDS (i.e., the back yard)

The intent of the Board of Directors is to permit the greatest possible flexibility for use of improvements in enclosed yards. It is recognized that such approved improvements as pools and children's play structures require additional items that would not be within the approval criteria of the improvement. Such items include, but are not limited to, pool furniture, children's toys, tables and chairs, etc. In general, items of eight feet (8') or less in height, of a temporary (48 hours) or mobile nature and kept within the confines of the fenced yard area are allowed and do not require ACC approval.

ITEMS IN FRONT YARDS

Those items kept permanently, or for prolonged periods, outside of the fenced area of the Lot will receive the greatest attention and will require ACC approval, unless specifically addressed elsewhere in this document.

IN WITNESS WHEREOF, the undersigned has executed the Guidelines and Procedures for

HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION on this 26 day of March, 2010.

102

Schanta R. Johnson
PRESIDENT SCHANTA R. JOHNSON

Robert Bohot
VICE PRESIDENT ROBERT BOHOT

Linda Wilson
SECRETARY LINDA WILSON

Ken Day
TREASURER KEN DAY

Adam C. Wright
DIRECTOR ADAM C. WRIGHT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Schanta Johnson who, after being duly sworn stated under oath that has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26 day of March 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Marianne Nelson
My commission expires: 4-21-2014

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Bohot who, after being duly sworn stated under oath that has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26 day of March 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Marianne Nelson
My commission expires: 4-21-2014

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Wilson who, after being duly sworn stated under oath that has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26 day of March 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Marianne Nelson
My commission expires: 4-21-2014

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ken Daly who, after being duly sworn stated under oath that has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26 day of March 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Marianne Nelson
My commission expires: 4-21-2014

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Adam Wright who, after being duly sworn stated under oath that has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26 day of March 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Marianne Nelson
My commission expires: 4-21-2014

Ret. Daughtry: Jordan P.C. JJ
17044 El Camino Real
Houston TX 77058

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the number Sequence on the date and at the stamp herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

JUN 17 2010



Carol B. Hayden

COUNTY CLERK
HARRIS COUNTY, TEXAS

34
Notice
B

ADDITIONAL DEDICATORY INSTRUMENT

for

HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.

FILED FOR RECORD

8:00 AM

DEC 20 2011

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

Stan Stewart
County Clerk, Harris County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared Margaret R. Maddox, who, being by me first duly sworn, states on oath the following:

My name is Margaret R. Maddox, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney of HERITAGE PARK POINTE HOMEOWNERSASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

1. AMENDMENT TO BY-LAWS IN REGARD TO QUORUM
2. POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION
3. POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES
4. RESOLUTION AND GUIDELINES REGARDING REGULATION OF FLAG DISPLAY
5. RESOLUTION AND GUIDELINES REGARDING REGULATION OF SOLAR ENERGY DEVICES
6. RESOLUTION AND GUIDELINES REGARDING REGULATION OF COMPOSTING DEVICES, RAIN BARRELS, HARVESTING DEVICES, AND IRRIGATION SYSTEMS
7. RESOLUTION AND GUIDELINES REGARDING REGULATION OF DISPLAY OF CERTAIN RELIGIOUS ITEMS
8. RESOLUTION AND GUIDELINES REGARDING REGULATION OF CERTAIN ROOFING MATERIALS

OF

**HERITAGEPARK POINTE HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

2011-12-20-08:00

lee

DATED this 9th day of December, 2011.

HERITAGE PARK POINTE
HOMEOWNERS ASSOCIATION, INC. *Low*

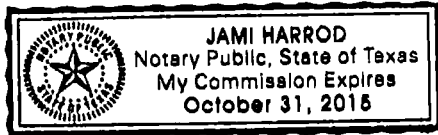
BY: Margaret R. Maddox

Margaret R. Maddox Attorney
(Printed Name)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was **acknowledged** before me on this the 9th day of December, 2011 by the said Margaret R. Maddox Attorney of **HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Jami Harrod
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



✓✓

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

2011-12-09 10:00:00

**AMENDMENT TO
BY-LAWS IN REGARD TO QUORUM**

OF

**HERITAGE PARK POINTE
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Bylaws of Heritage Park Pointe Homeowners Association, Inc. (the "Association") were filed of record on December 29, 1999 and recorded in the Official Records of Real Property of Harris County, Texas under County Clerk's File Number 529-90-1824, et. seq.;

WHEREAS, Section 209.00593(b) of the Texas Property Code provides that the board of a property owners association may amend the bylaws of the property owners' association to provide for elections to be held as required by Subsection (a);

WHEREAS, certain other newly added provisions of the Texas Property Code conflict with, and expressly void, the terms of the original Bylaws; and

WHEREAS, it is the desire of the Board of Directors to amend the Bylaws to bring the Association in compliance with the provisions of the Texas Property Code which were passed by the Texas Legislature in 2011; and

NOW THEREFORE, Article II, Section 2.07 is hereby AMENDED to read as follows:

Section 2.07. Quorum.

- (a) Quorum in General. Except as otherwise required by these Bylaws, the presence of Members entitled to cast ten percent (10%) of the total eligible votes of the membership in person or by proxy shall constitute a quorum.
- (b) Quorum for Association Business under Section 3 or 4 of Article IV of the Declaration: For purposes of taking any action authorized under Section 3 or 4 of Article IV of the Declaration relating to increasing the maximum level of annual assessments or the levy of a special assessment, the presence of the Members holding sixty percent (60%) of all eligible votes entitled to be cast or their proxies shall constitute a quorum.
- (c) If Quorum is Not Present for Association Business OTHER than Board of Director Elections: If the required quorum is not present or represented, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- (d) Quorum for Board of Director Elections Only: If quorum is not present or represented, the meeting shall be adjourned without notice other than announcement at the meeting, and immediately reconvened for the sole purpose of election of directors. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy, absentee ballot, electronic ballot, or any other method of representative or delegated voting. Directors shall be elected by a majority of those votes.

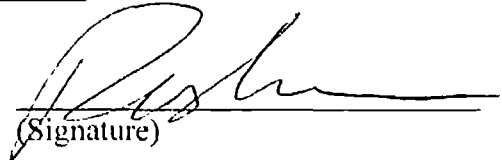
Nothing herein is intended to alter, modify or amend the Bylaws except as specifically provided hereinabove.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC, a non-profit corporation, and I do hereby certify:

That the within and foregoing Amendment to Bylaws in Regard to Quorum of Heritage Park Pointe Homeowners Association, Inc was properly adopted as of the 29 day of November, 2011, that same, in addition to the original Bylaws, do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have executed this Amendment to Bylaws in Regard to Quorum to be effective as of the 27 day of November, 2011.


(Signature)

Russell L. Gibson
(Print Name)
Secretary, Heritage Park Pointe
Homeowners Association, Inc.

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

**SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS**

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

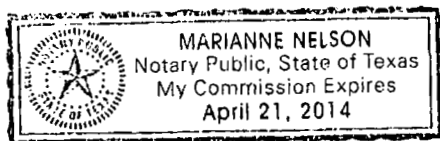
Russell Gibson
Secretary

Russell L Gibson
Printed Name

State of Texas §
§
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



Marianne Nelson
Notary Public in and for the State of Texas

97-000-20-5545

Heritage Park Pointe Homeowners Association, Inc.

POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, Heritage Park Pointe Homeowners Association, Inc. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy;

NOW THEREFORE, BE IT RESOLVED THAT:

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

RECORDS RETENTION:

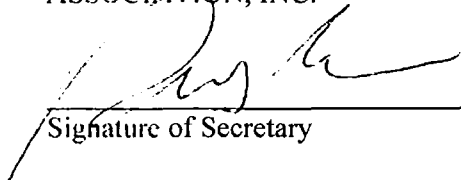
1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
8. Account records of former owners may be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

RECORDS INSPECTION & PRODUCTION:

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee or contractor of the Association, including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
 - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
 - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
 - Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
 - Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
 - Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

Approved and adopted this 29th day of November, 2011, by the Board of Directors of Heritage Park Pointe Homeowners Association, Inc.

HERITAGE PARK POINTE HOMEOWNERS
ASSOCIATION, INC.




Signature of Secretary

Print Name: Russell L. Gibson

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 29th day of November 2011, by Russell Gibson, Secretary of Heritage Park Pointe Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

2011-11-29 10:23:43 AM

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

Russell Gibson
Secretary
Russell L. Gibson
Printed Name

State of Texas §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



Marianne Nelson
Notary Public in and for the State of Texas

6490-02-000

HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.

POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 209.0062(b) of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties;

WHEREAS, Section 209.0062(a) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located; and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW THEREFORE, BE IT RESOLVED THAT:

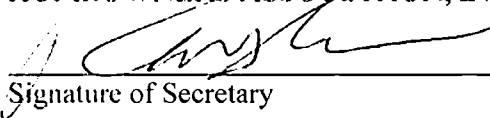
The following **POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES** is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months based on the Board’s discretion on a case-by-case basis. Payment plans will require either a down payment and monthly installments, or equal monthly installments.

4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Approved and adopted this 29 day of November, 2011, by the Board of Directors of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.

HERITAGE PARK POINTE
HOMEOWNERS ASSOCIATION, INC.




Signature of Secretary

Print Name: Russell L. Gibson

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Russell Gibson, Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

11-29-2011 09:52 AM

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

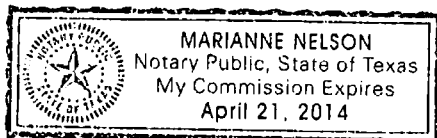
Dated: November 29, 2011.

[Signature]
Secretary
Russell L. Gibson
Printed Name

State of Texas §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



[Signature]
Notary Public in and for the State of Texas

**HERITAGE PARK POINTE HOMEOWNERS
ASSOCIATION, INC.**

**RESOLUTION AND GUIDELINES REGARDING
REGULATION OF FLAG DISPLAY**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.011 of the Texas Property Code provides for the regulation of flag display by a property owners’ association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

- I.** These Guidelines apply to the display of flags (“Permitted Flags”) ¹:
 - a. the flag of the United States;
 - b. the flag of the State of Texas; and
 - c. the official flag of any branch of the United States armed forces.

- II.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.

- III.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.

¹ “Flags” shall be referred to as defined in Texas Property Code Section 202.011 (a).

- IV.** These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
- a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
- V.** Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
- VI.** Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- VII.** Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
- VIII.** Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
- IX.** Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
- X.** Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
- XI.** A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
- XII.** Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
- XIII.** The display of a flag, or the location and construction of the supporting flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record.
- XIV.** Free-standing flagpoles may not be installed in any location described

below:

- a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- XV.** No owner shall display a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.
- XVI.** Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
- a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- XVII.** Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- XVIII.** Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- XIX.** All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Duly approved and adopted at a meeting held by the Board of Directors of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., this 21st day of November 2011.

Effective Date: November 21, 2011.

Signed:

Brian Rolando

President, Board of Directors

Attest:

Russell Gibson
Secretary, Board of Directors

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Brian Rolando, President of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



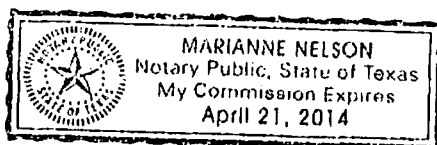
Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Russell Gibson, Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

2011-11-29 10:55:56

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

[Signature]
Secretary

Russell L. Gibson
Printed Name

State of Texas §

County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



Marianne Nelson
Notary Public in and for the State of Texas

2011-11-29 10:00 AM

Heritage Park Pointe Homeowners Association, Inc.

RESOLUTION AND GUIDELINES REGARDING REGULATION OF SOLAR ENERGY DEVICES

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY HARRIS §

WHEREAS, Heritage Park Pointe Homeowners Association, Inc. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.010 of the Texas Property Code provides for the regulation of solar energy devices by a property owners’ association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

1. A solar energy device¹ shall not be permitted that:
 - a. as adjudicated by a court either threatens the public health or safety; or violates a law;
 - b. is located on property owned or maintained by the Association;
 - c. is located on property owned in common by the members of the Association;
 - d. is located in an area on the property owner’s property other than:
 - i. on the roof of the home or of another structure allowed by the Architectural Control Committee; or
 - ii. in a fenced yard or patio owned and maintained by the property owner;
 - e. if mounted on the roof of the home:
 - i. extends higher than or beyond the roofline;

¹“Solar energy device” has the meaning assigned by Section 171.107 of the Tax Code.

- ii. is located in an area other an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - iii. does not conform to the slope of the roof and has top edge that is no parallel to the roofline; or
 - iv. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
 - f. if located in a fenced yard or patio, is taller than the fence line;
 - g. as installed, voids material warranties; or
 - h. was installed without prior approval by the Architectural Control Committee.
2. The Architectural Control Committee shall not withhold approval of a solar energy device if it meets the provisions of this policy unless the Architectural Control Committee determines in writing that placement of the device as proposed by the owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making this determination, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.010 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Duly approved and adopted at a meeting held by the Board of Directors of Heritage Park Pointe Homeowners Association, Inc. this 21st day of November, 2011.

Effective Date: November 29, 2011

Signed: 

 President, Board of Directors

Attest: 

 Secretary, Board of Directors

THE STATE OF TEXAS

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§
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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Brian Rolando, President of Heritage Park Pointe Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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§

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Russell Gibson, Secretary of Heritage Park Pointe Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

2011-11-29 10:00 AM

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS

I, Russell L. Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

[Signature]
Secretary

Russell L. Gibson
Printed Name

State of Texas §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



[Signature]
Notary Public in and for the State of Texas

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**HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION,
INC.**

**RESOLUTION AND GUIDELINES REGARDING
REGULATION OF COMPOSTING DEVICES, RAIN BARRELS,
HARVESTING DEVICES, AND IRRIGATION SYSTEMS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

WHEREAS, Section 202.007 of the Texas Property Code provides for the regulation of composting devices, rain barrels, rainwater harvesting devices, and irrigation systems by a Property Owners' Association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of rain barrels, rainwater harvesting devices, composting devices, and irrigation systems therein, it is appropriate for the Association to adopt guidelines regarding these systems.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

1. General Provisions
 - a. Subject to written approval from the Architectural Control Committee, owner or resident may:
 - i. implement measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - ii. install rain barrels or a rain water harvesting system; or
 - iii. implement efficient irrigation systems, including underground drip or other drip systems.
 - b. If an owner or resident is planting new turf, the Architectural Control Committee must approve such turf in writing in order to encourage or require water-conserving turf.

2. Composting Devices

- a. The Architectural Control Committee shall regulate the size, type, shielding, and materials, for or the location of a composting device so long as it does not prohibit the economic installation of the device on the owner's lot where there is reasonably sufficient area to install the device.
- b. This policy does not require the Architectural Control Committee to permit a device as described in this policy to be installed in or on property:
 - i. owned by the Association;
 - ii. owned in common by the members of the Association; or
 - iii. in an area other than the fenced yard or patio of a property owner.

3. Irrigation Systems

The Architectural Control Committee shall regulate:

- i. the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
- ii. the installation or use of gravel, rocks, or cacti.

4. Rain Barrels and Rainwater Harvesting

- a. This policy does not require the Architectural Control Committee to permit a rain barrel or rainwater harvesting system ("rainwater recovery systems") to be installed in or on property if:
 - i. the property is:
 1. owned by the Association;
 2. owned in common by the members of the Association
 3. located between the front of the property owner's home and an adjoining or adjacent street; or
 - ii. the barrel or system:
 1. is of a color other than a color consistent with the color scheme of the property owner's home; or
 2. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
- b. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the rainwater recovery system, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - i. Placement behind a solid fence, a structure or vegetation; or
 - ii. By burying the tanks or barrels; or
 - iii. By placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
- c. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - i. The barrel must not exceed 55 gallons;
 - ii. The barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;

- iii. The barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
- iv. Any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- d. Overflow lines from the rainwater recovery systems must not be directed onto or adversely affect adjacent properties or common areas.
- e. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed; however, where space allows and where appropriate, the Architectural Control Committee-approved ponds may be used for water storage.
- f. Harvested water must be used and not allowed to become stagnant or a threat to health.
- g. All rainwater recovery systems must be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused systems in public view must be removed from public view from any street or common area.
- h. The Architectural Control Committee shall regulate the size, type, and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or on any other location that is visible from a street, another lot, or a common area so long as:
 - i. it does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
 - ii. there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.007 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Duly approved and adopted at a meeting held by the Board of Directors of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., this 21st day of November, 2011.

Effective Date: November 27, 2011.

Signed:



President, Board of Directors

Attest:



Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was **acknowledged** before me on this the 29 day of November 2011, by Brian Rolands, President of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was **acknowledged** before me on this the 29 day of November 2011, by Russell Gibson, Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

2011-11-29 10:03:03

**SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS**

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

[Signature]
Secretary

Russell L. Gibson
Printed Name

State of Texas §
 §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



[Signature]
Notary Public in and for the State of Texas

000-000-000

**HERITAGE PARK POINTE HOMEOWNERS
ASSOCIATION, INC.**

**RESOLUTION AND GUIDELINES REGARDING
REGULATION OF DISPLAY OF CERTAIN RELIGIOUS ITEMS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.018 of the Texas Property Code provides for the regulation of display of certain religious items by a Property Owners’ Association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

1. An owner or resident may display a religious item¹ by affixing it to the entry of the owner’s or resident’s dwelling which is motivated by the owner’s or resident’s sincere religious belief.
2. The owner or resident shall not display or affix a religious item on the entry to the owner’s or resident’s dwelling that:
 - a. threatens the public health or safety;
 - b. violates a law;
 - c. contains language, graphics, or any display that is patently offensive to a passerby;

¹ “Religious items” shall be defined as any items which may be construed to reflect an owner’s sincere religious beliefs.

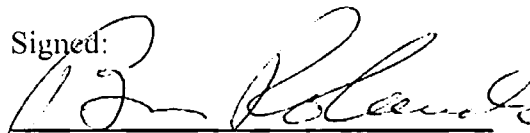
- d. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
or
 - e. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than twenty (25) square inches.
3. The policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame without written approval from the Architectural Control Committee.
 4. The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.
 5. The Architectural Control Committee shall determine if the religious item is in violation of either sections "2a" through "2d" above or section "4" above.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.018 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Duly approved and adopted at a meeting held by the Board of Directors of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. this 21st day of November, 2011.


Effective Date: November 21, 2011.

Signed:



President, Board of Directors

Attest:



Secretary, Board of Directors

03-03-2011 10:00 AM

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Breann Rolands, President of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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§

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 29 day of November 2011, by Russell Gibson, Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RP 000-28-0569

SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS

I, Russell Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

[Signature]
Secretary

Russell L. Gibson
Printed Name

State of Texas §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



[Signature]
Notary Public in and for the State of Texas

0450-02-000 #

Heritage Park Pointe Homeowners Association, Inc.

RESOLUTION AND GUIDELINES REGARDING REGULATION OF CERTAIN ROOFING MATERIALS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC.(the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.011 of the Texas Property Code provides for the regulation of certain roofing materials by a property owners’ association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

Subject to written approval from the Architectural Control Committee, an owner may install shingles on the roof of the owner’s property that:

1. are designed primarily to:
 - a. be wind and hail resistant;
 - b. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c. provide solar generation capabilities; and
2. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
3. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles should have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
4. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.

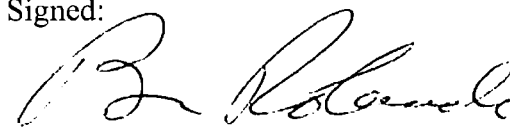
5. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
6. Ridge vents are encouraged to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
7. All roof protrusions, such as vents and roof jacks must be painted to match the shingles.
8. Once installed:
 - a. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - b. are more durable than and are of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of the property surrounding the owner's property.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Duly approved and adopted at a meeting held by the Board of Directors of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC. this 21st day of November, 2011.

Effective Date: November 25, 2011.

Signed:



President, Board of Directors

Attest:



Secretary, Board of Directors

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was **acknowledged** before me on this the 29 day of November 2011, by Brian Rolands, President of HERITAGE PARK POINTE Homeowners Association, Inc, a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF HARRIS

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THIS INSTRUMENT was **acknowledged** before me on this the 29 day of November 2011, by Russell Colman, Secretary of HERITAGE PARK POINTE Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Marianne Nelson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

0253-02-000 000-20-057

**SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS**

I, Russell L. Gibson, the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a Resolution duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said Resolution is attached and incorporated herein.

The attached Resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is in full force and effect.

Dated: November 29, 2011.

Russell L. Gibson
Secretary

Russell L. Gibson
Printed Name

State of Texas §
County of Harris §

Before me the undersigned authority, personally appeared Russell Gibson, known to me to be the person whose name was subscribed in my presence to the foregoing instrument, and to be the Secretary of HERITAGE PARK POINTE HOMEOWNERS ASSOCIATION, INC., and who **acknowledged** to me that the instrument was executed for the purpose and consideration therein expressed.

Subscribed and sworn to before me the 29 day of November, 2011.



Marianne Nelson
Notary Public in and for the State of Texas

099-28-0574

5450-02-000
2011

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC 20 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS